

LEASE AGREEMENT

by and between

Questa Independent School District
as Lessor

And

Red River Valley Charter School,
as Lessee

Dated as of July 1, 2016

LEASE

THIS LEASE is entered into on July 1, 2016, by and between the Questa Independent School District ("Lessor"), a political subdivision of the State of New Mexico (the "State") duly organized and validly existing under the laws of the State, and Red River Valley Charter School, a validly existing public charter school ("Lessee") authorized by the New Mexico Public Education Commission. For good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree to the terms of this Lease as evidenced by their signatures below.

WHEREAS, the Lessee is a public charter school duly authorized by the New Mexico Public Education Commission, located within Taos County and validly existing under the laws of the State;

WHEREAS, the Lessor is a duly organized and validly existing political subdivision of the State;

WHEREAS, the Lessor has determined that the lease of the real property described herein is in the best interests of the Lessor;

WHEREAS, the Base Rentals (as defined herein) payable to the Lessor hereunder shall constitute currently appropriated expenditures of the Lessee and shall not constitute a debt or multiple fiscal year direct or indirect obligation whatsoever of the Lessee, or a mandatory charge or requirement against the Lessor, in any Fiscal Year (as defined herein) beyond the Fiscal Year for which such payments have been appropriated;

WHEREAS, the execution, delivery and performance of this Lease by the Lessor has been duly authorized by the Lessor and, upon the execution and delivery of this Lease by the Lessor and Lessee, this Lease will be enforceable against the Lessor and Lessee in accordance with its terms, limited only by laws affecting Lessor's and Lessee's rights generally, by equitable principles, whether considered at law or in equity, by the exercise by the State and its governmental bodies of the police power inherent in the sovereignty of the State, and by the exercise by the United States of America of the powers delegated to it by the Constitution of the United States of America; and

WHEREAS, the parties mutually intend that the Lessee shall occupy the Leased Property described in this Lease, regardless of the Lessee's authorizer as that term is defined in the Charter Schools Act, for so long as the terms of this Lease are in effect, and that Lessor intends for the Leased Property to be used for the purposes stated herein and no other purpose until or unless the Lessee's charter is revoked or not renewed for the reasons stated in NMSA 1978 §2- 8B-12(G).

NOW, THEREFORE, for and in consideration of the mutual covenants and the representations herein contained, the parties hereto agree as follows:

1. DEFINITIONS. The following terms as used in this Lease not otherwise defined elsewhere herein shall have the meanings set forth below:
 - (a) "BASE RENTALS": means payments pursuant to Section 7 hereof for and in consideration of the right to use the Leased Property.
 - (b) "BASE RENTAL PAYMENT DATE": means the quarterly payment date in which the Public Schools Capital Outlay Council ("PSCOC") awards Lessee rental reimbursement funds pursuant to NMSA 1978, § 2-24-4, or the next banking day . However, the Base Rental Payment Date for the month in which the PSCOC awards Lessee rental reimbursement funds means the next banking day after such award.
 - (c) "COMMENCEMENT DATE": Shall be the effective date of this Lease between Lessor and Lessee.
 - (d) "DISTRICT": Questa Independent School District, County of Taos, New Mexico, a political subdivision of the State of New Mexico.
 - (e) "LEASED PROPERTY": All buildings, appurtenances and real property located at 500 East High Street, Red River, New Mexico, depicted on the Site Survey plat attached hereto as Exhibit A, excluding any personal property owned by the Lessee.
 - (f) "LESSOR": The Questa Independent School District.
 - (g) "LESSEE": Red River Valley Charter School.
 - (h) "MEM" : The average full-time-equivalent enrollment of Lessee using leased classroom facilities on the eightieth and one hundred twentieth days of the prior school year provided that, after the eightieth day of the school year, the MEM shall be adjusted to reflect the full-time-equivalent enrollment on that date or as such term is defined by NMSA 1978 §22-24-4(1)(6) (2007) or as may be amended from time to time.
 - (i) "NONAPPROPRIATION": The New Mexico Legislature of the New Mexico Public School Capital Outlay Council fails to grant sufficient money or appropriations to the Lessee to carry out the terms and conditions of this Lease.

2. REPRESENTATIONS AND COVENANTS OF THE LESSOR. The Lessor represents and

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- (a) The Lessor is a political subdivision of the State duly organized and validly existing under the laws of the State.
 - (b) The Lessor is authorized under the terms of the Lease to lease the Leased Property to the Lessee and to execute, deliver and perform its obligations under this Lease.
 - (c) The lease of the Leased Property to the Lessee pursuant to this Lease serves a public purpose and is in the best interests of the Lessor, the Lessee and their residents and stakeholders.
 - (d) The execution, delivery and performance of this Lease by the Lessor has been duly authorized by the Board of Education of the District.
 - (e) This Lease is enforceable against the Lessor in accordance with its terms, limited only by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally, by equitable principles, whether considered at law or in equity, by the exercise by the State and its governmental bodies of the police power inherent in the sovereignty of the State, and by the exercise by the United States of America of the powers delegated to it by the Constitution of the United States of America.
 - (f) The execution, delivery and performance of the terms of this Lease by the Lessor does not and will not conflict with or result in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the Lessor is now a party or by which the Lessor is bound, including the Lease, or constitute a default under any of the foregoing or, except as specifically provided in this Lease, result in the creation or imposition of a lien or encumbrance whatsoever upon any of the property or assets of the Lessor.
 - (g) There is no litigation or proceeding pending or threatened against the Lessor

o or any other person affecting the right of the Lessor to execute, deliver or perform its
r obligations of the Lessor under this Lease.

a (h) The Lessor will recognize economic and other benefits by the leasing of the.
n Leased Property

y pursuant to this Lease: the Leased is property that is necessary Property and
o essential to the Lessor" s purpose and operations: the Lessor expects that the Leased
t Property will adequately serve the needs for which it is being leased throughout
h the Term as defined in Paragraph 6.

e (i) The Lessor presently intends and expects to continue this Lease annually for the
r term of Lessee's current charter approval or for so long as the Lessee shall be a
P charter school authorized to operate pursuant to the laws of the State but this
e representation does not obligate or otherwise bind the Lessor or the Lessee.

r (j) The Lessor is not aware of any current violation of any requirement of law
s relating to the Leased Property.

o (k) The Lessor acknowledge and recognize that this Lease may be terminated upon the
n occurrence

a of an Event of Nonappropriation, and that the determination of an Event of
f Nonappropriation shall be within the discretion of the Lessee's Governing
f Council.

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c 3. REPRESENTATIONS AND COVENANTS OF THE LESSEE. The Lessee represents and
t covenants that;

i (a) The Lessee is a public charter school duly organized and validly existing under
n the laws of the State and authorized by the New Mexico Public Education
g Commission.

t (b) The Lessee is authorized under NMSA 1978 §22-8B-4(D), to lease the Leased
h Property from the Lessor and to execute, deliver and perform its obligations under
e this Lease.

r (c) The lease of the Leased Property from the Lessor pursuant to this Lease serves a
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public purpose and in is in the best interests of the Lessee.

(d) The execution, delivery and performance of this Lease by the Lessee has been duly authorized by its governing body ("Governing Council").

(e) This Lease is enforceable against the Lessee in accordance with its terms, limited only by the charter's revocation, the charter's nonrenewal, Nonappropriation, bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally, by equitable principles, whether considered at law or in equity, by the exercise by the State and its governmental bodies of the police power inherent in the sovereign, of the State and by the exercise by the United States of America of the powers delegated to it by the Constitution of the United States of America.

(f) The execution, delivery and performance of the terms of this Lease by the Lessee, as of the first Base Rental Payment Date, does not and will not conflict with or result in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the Lessee is now a party or by which the Lessee is bound, or constitute a default under any of the foregoing or, except as specifically provided in this Lease, result in the creation or imposition of a lien or encumbrance whatsoever upon any of the property or assets of the Lessee.

(g) There is no litigation or proceeding pending or threatened against the Lessee or any other Person affecting the right of the Lessee to execute, deliver or perform its, obligations of the Lessee under this Lease.

(h) The Lessee will recognize a benefit by the leasing of the Leased Property pursuant to this Lease; the Leased Property is property that is necessary and essential to the Lessee's purpose and operations; the Lessee has inspected the Lease Property and believes that the Leased Property will adequately serve the needs for which it is being leased throughout the Term as defined in Section 6.

(i) The Lessee presently intends and expects to continue renewing this Lease annually for the term of Lessee's current charter approval or for so long as the

thorized to operate pursuant to the laws of the State; but this representation does not obligate or otherwise bind the Lessee or the Lessor.

(j) The Lessee is not aware of any current violation of any requirement of law relating to the Leased Property.

(k) The Lessee anticipates receiving sufficient moneys to pay the Base Rentals as defined in this Lease. The Lessee specifically agrees that it shall not declare or cause to be declared an Event of Nonappropriation unless the New Mexico Legislature eliminates or discontinues funding for lease reimbursement payments to charter schools and Lessee is unable to pay the Base Rental amounts from other sources of funds.in Lessee's sole discretion.

4. LEASE AND TERM. Lessee recognizes that Lessor retains ownership rights in the Leased Property; however, Lessor covenants that, during the Lease Term and so long as no Event of Default shall have occurred, the Lessee shall peaceably and quietly have, hold and enjoy the Leased Property without suit, trouble or hindrance from the Lessor, except as expressly required or permitted by this Lease.

Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the Leased Property for five (5) years: July 1, 2016 through June 30, 2021 (hereinafter referred to as the "Initial Term").

(a) The Lease Term shall be comprised of the Initial Term, and any Renewal Terms exercised pursuant to Section 6 below, subject to subsection (b) of this Section.

(b) The Lease Term shall expire upon the occurrence of any of the following events:

- i. June 30 of any Fiscal Year during which an Event of Nonappropriation has occurred as defined by Paragraph 1G) of this Lease; or
- ii. Termination of this Lease following an "Event of Default" as defined by this Lease.

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1. EFFECT OF TERMINATION OF LEASE TERM

Upon expiration or termination of the Lease Term:

(a) All obligations of the Lessee or Lessor hereunder shall terminate. Any accrued, but unpaid obligations of the Lessee or Lessor shall continue until they are discharged in full unless the termination is a result of revocation of the Lessee's charter in which event all obligations of the Lessee shall terminate on June 30 of that year; and

(b) If the termination occurs because of the occurrence of an Event of Nonappropriation, or an Event of Default, (i) Lessee shall, on or before June 30 of the year in which the Event of Nonappropriation or Event of Default occurs (1) vacate the Leased Property and (2) deliver the Leased Property to the Lessor; and (ii) if and to the extent the Lessee has appropriated funds for payment of Base Rentals payable during the period between termination of the Lease and the date the Leased Property is vacated, the Lessee shall pay such Base Rentals to the Lessor.

2. RENEWAL OF LEASE TERM.

This Lease may be extended or renewed by mutual consent of the parties, for an additional Five (5) years, and upon such new terms and conditions as may be acceptable to both parties. Such extension shall be in writing and shall be executed prior to the termination date and appended to the Lease.

3. BASE RENTALS.

(a) Lessee shall pay Base Rentals to the Lessor on the Base Rental Payment Dates at the rate of the reimbursement received by or allocated to Lessee from the PSCOC for leasing classroom space for Lessee's charter school pursuant to NMSA 1978 f 22-24-4(I).

(b) If requested by Lessee, the Lessor agrees to join with the Lessee in applying to the PSCOC for funds to be used for Lessee's lease payments.

(c) Notwithstanding any other provision of this Lease, Lessee shall pay no Base Rent,

u utilites, or other amounts on any portion of the Leased Property that has not
t received all occupancy permits necessary for Lessee's operations on that portion
i of the Leased Property.

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i 4. PARTIAL MONTHS. Base Rentals for any partial months will be prorated
t accordingly.

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e 5. USE. Lessee shall use the Leased Property only for the purpose of a Charter
s School existing under the laws of the State, and a Charter School's related
, activities, including but not limited to those activities described in the Lessee's
 charter. Lessee shall at all times have quiet enjoyment of the Leased Property.

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r 6. LESSEE'S MODIFICATIONS, INSTALLATIONS AND ALTERATIONS.

 The Lessee, at its own expense, may remodel, or make additions, modifications
o or improvements to the Leased Property, provided that (i) such remodeling,
t modifications and additions (A) shall not in any way damage the Leased
h Property as it existed prior thereto and (B) shall become part of the Leased
e Property; (ii) the value of the Leased Property after such remodeling,
r modifications and additions shall be at least as great as the value of the Leased
 Property prior thereto; and (iii) the Leased Property, after such remodeling,
a modifications and additions, shall continue to be used as provided in and shall
m otherwise be subject to the terms of this Lease. Lessee agrees that prior to
o beginning any construction on the property it shall obtain all authorizations
u required by the New Mexico Public Education Department, PSCOC or New
n Mexico Public School Facilities authority, including but without limitation,
t approvals required by local and state building authorities. Lessee shall obtain
s Lessor's consent in writing before undertaking any modification, installation, or
 alteration when the cost of the work to be performed exceeds \$5,000. Unless
o otherwise required by law or agreed in writing between Lessor and Lessee, all work for
n any improvements in or on the Leased Property shall be performed by Lessee at its
 own cost and expense. Lessee shall only perform additional installations, alterations
a and improvements in conformance with the terms of this Lease. Lessor agrees that
n it will not unreasonably withhold its approval of requests made by Lessee hereunder
y and that Lessor will not unreasonably withhold consent or otherwise prevent Lessee

from obtaining and receiving capital funding for construction, repairs and maintenance to the Leased Property. Lessee agrees to consult with Lessor prior to seeking appropriations or other funding for capital projects to the Leased Property.

11. REPAIR AND MAINTENANCE OF LEASED PROPERTY.

- (a) E-Occupancy. Lessee at its expense shall bring and maintain the leased facility and Leased Property to Educational Occupancy ("E-Occupancy") level, as evidenced by a valid and current E-Occupancy certification from state/local building/fire authorities.
- (b) Building Structure. Lessee at its expense shall maintain and keep in good repair and in safe, sound and secure condition all structural portions and all exterior parts of all Buildings on the Leased Property, including the foundation, floor/ceiling joists, weight-bearing walls, columns, beams, roof, exterior doors, windows, including glass, portals, canals, and all outside drains, electrical, plumbing and gas supply lines and water wells/pipes and related equipment (the "Building Structure").
- (c) Facilities Master Plan. Lessee agrees that Lessee is responsible for and shall be required to make all of the repairs/improvements and to undertake all of the maintenance for all of the items set forth for the Facilities Master Plan for RRVCS. Lessee shall be included in and kept on the District's Facilities Master Plan.
- (d) Building Systems. Lessee at its expense shall maintain and keep in good repair and working order and in safe, sound and healthful condition all electrical, heating, cooling, water supply, septic, and plumbing equipment, fixtures and systems serving the Leased Property.
- (e) Roads, Parking and Playground. Lessee at its expense shall maintain and keep in good repair and in safe, sound and secure condition all access roads, driveways, parking lots, sidewalks, and all other areas in, on or about the Leased Property.
- (f) Technology. Lessee anticipates receiving funding from E-rate for technology and will install and maintain all technology and infrastructure for electronic and telecommunications systems.

(g) Lessee's Furniture, Equipment, and Interior Furnishings. During the Lease Term, Lessee at its expense shall purchase, maintain, repair and replace as reasonably necessary all school furniture, such as desks and book shelves, school equipment (for which Lessee is responsible), such as computer work stations, and interior furnishings of the school facilities, such as carpeting; provided, however that Lessor shall allocate and make available to Lessee for such expenditures in each Lease Year a proportionate amount of the total funds received by Lessor pursuant to Senate Bill 9 and House Bill 33 mill levy proceeds. In each Lease Year, Lessee's proportionate share of such mill levy proceeds received by Lessor shall be not less than the percentage of the Red River Valley Charter School's student enrollment compared to the total student enrollment for all QISD schools in such year.

(h) Other Lessee Repair and Maintenance Obligations. Lessee at its expense shall maintain and keep the entire interior of Building in clean and sanitary condition by providing ordinary, necessary, and customary janitorial and custodial services. Lessee shall be responsible for snow removal from all sidewalks on the Leased Property. Lessee shall be responsible for watering all landscape plantings on the Leased Premises.

(i) Compliance with Law and Regulations. Throughout the Lease Term and any Renewal Term, Lessee shall cause the Leased Property to be in compliance with all applicable laws, regulations, ordinances, and requirements of government and their agencies including but not limited to the Federal, State, County and Municipal Governments, and each of them, and of any and all of their individual administrative departments, agencies, bureaus, commissions and officials, including those relating to health, safety and the environment; all requirements of the local fire insurance rating organization; and all requirements of all insurance companies writing policies covering the Leased Property or any part or parts thereof; regardless of whether any of the foregoing requirements are now in force or hereafter become enacted and take effect. Lessee at its expense shall make any repairs, changes or alterations to the Leased Property required by reason of any of the foregoing. Lessee shall pay all costs, expenses, fines, penalties or damages that may in any manner arise out of or be imposed because of the failure of the Leased Property to

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comply with this provision. Lessor reserves the right upon notice to Lessee and at all reasonable times to enter the Leased Property for the purposes of inspecting the Leased Property and performing all work as may be necessary to assure compliance with this provision, subject to reasonable school safety/security measures and requirements established by Lessee.

(j) Lessor's Limited Contribution Toward Maintenance and Repairs.

Notwithstanding Lessee's obligations for maintenance and repairs to the Leased Property at its expense as provided for in Subparagraphs 11(a) through 11(i), Lessor agrees to contribute to needed maintenance and repairs to the Leased Property during Years 1 and 2 (the first twenty-four months) of the Lease Term up to an amount equal to ten (10) per cent of Base Rental paid by Lessee to Lessor each year. Lessee shall be responsible for requesting maintenance and repairs subject to this provision in writing to the Superintendent of Schools. The Superintendent of Schools shall provide Lessee a written accounting of costs for the maintenance and repairs conducted upon the Leased Property on a monthly basis. The Parties agree that Lessor shall have no obligations regarding maintenance and repairs of the Leased Property beyond the cost equivalent to ten (10) per cent of the Base Rental for Years 1 and 2.

12. UTILITIES AND INSURANCE.

(a) Lessor's Property Insurance. Lessor at its expense shall carry special form property insurance insuring the Leased Property at its full replacement value throughout the lease Term and any Renewal Term, and insuring all of its personal property, including any fixtures, located in the Leased Property.

(b) Lessee's Property Insurance. Lessee at its expense shall insure itself against loss or damage to Lessee's personal property in the Leased Property.

(c) Comprehensive Liability Insurance. Lessor and Lessee shall, each at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the respective activities of each in and on the Leased Property with the premiums thereon fully paid on or before due date, issued by and binding upon insurance companies approved by, and brokered through, the New Mexico Public Schools Insurance Authority.

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(e) Casualty Loss. If during the Lease term or any Renewal Term the Leased Property is rendered unusable by Lessee, whether in whole or in part, as a result of fire or any other casualty, Lessee's obligation to pay rent shall abate during such period in proportion to Lessee's loss of use of the Leased Property. In the further event that restoration of the Leased property is impossible within ninety (90) days after such occurrence, then Lessee shall have the right to terminate this Lease upon thirty (30) days prior written notice to Lessor.

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(f) Utilities Payable by Lessee. Lessee at its expense shall pay all utility charges including water, electricity, natural gas and refuse collection, that may accrue by reason of Lessee's occupancy and use of the Leased Property. Lessee shall pay utility amounts directly to the charging entity.

13. INSPECTION OF THE LEASED PROPERTY. The Lessor and its duly authorized agent shall have the rights (out shall have no obligation), on reasonable advance notice to the Lessee, at all reasonable times, at its expense, to examine and inspect the Leased Property (subject to such regulations as may be imposed by the Lessee for security purposes). Upon reasonable advance notice, the Lessor and its duly authorized agent shall also be permitted (but shall have no obligation), at all reasonable times, to examine the books, records, reports and other papers of the Lessee with respect to the Leased Property.

14. INDEMNITY AND RELATED PROVISIONS. Lessor shall not be liable for any injury to any person, or for any loss of or damage to any property (including property of Lessee) occurring in or about the Leased Property from any cause whatsoever, other than from the negligence or willful misconduct of Lessor or its employees, agents or contractors, or from Lessor's breach of its obligations hereunder. To the extent permitted by law and subject to the immunities provided by law, including those provided in the New Mexico Torts Claims Act, Lessee shall indemnify, defend and save harmless Lessor, its officers, agents, employees and contractors from all losses, damages, fines, penalties, liabilities and expenses (including Lessor's personnel and overhead costs and attorneys' fees and other costs incurred in connection with such claims, regardless of whether claims involve li

litigation or bankruptcy) resulting from any actual injury to any person or from any actual loss of or damage to any property occurring on the Leased Property and attributable to Lessee's negligence or willful misconduct or to Lessee's breach of its obligations hereunder. Lessee agrees that, to the extent permitted by law and subject to the immunities provided by law, the foregoing indemnity specifically covers actions brought by its own employees. The indemnification provided for in this Paragraph with respect to acts or omissions during the Term shall survive termination or expiration of this Lease. Lessee shall promptly notify Lessor and Lessor of casualties or accidents occurring in or about the Leased Property. Notwithstanding the foregoing, if losses, liabilities, damages, liens, costs and expenses so arising are caused by the concurrent negligence of both Lessor and Lessee, their employees, agents, invitees and licensees, Lessee shall indemnify Lessor only to the extent of Lessee's own negligence or that of its agents, employees, invitees or licensees to the extent permitted by law and subject to the immunities provided by law.

15.DEFAULT: EVENTS OF DEFAULT DEFINED

(a) Any of the following shall constitute an "Event of Default" under this Lease:

- i. failure by the Lessee to vacate the Leased Property after an Event of Nonappropriation as defined in this Lease. Lessee specifically agrees, that it shall not declare or cause to be declared an Event of Appropriation unless the New Mexico Legislature eliminates or discontinues funding for lease reimbursement payments to charter schools, and Lessee in its sole discretion determines that it is unable to pay Base Rental amounts from other funding sources;
- ii. any sublease, assignment, encumbrance, conveyance or other transfer of the interest of the Lessee in all or any portion of the Leased Property made without written approval by Lessor; or
- iii. failure by either party to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in clause (i) or (ii) above, for a period of forty-five (45) days after written notice, specifying such failure and requesting that it be

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v. died, shall be given to the defaulting party by the non-defaulting party, unless the non-defaulting party shall agree in writing to an extension of such time prior to its expiration; provided, however, that if the failure stated in the notice cannot be corrected within the applicable period, the other party shall not withhold its consent to an extension of such time if corrective action shall be instituted within the applicable period and diligently pursued until the default is corrected.

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b_u The provisions of this Section are subject to the following limitations:

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- i. the Lessee shall be obligated to pay Base Rentals only during the Lease Term; and
 - ii. if, by reason of Force Majeure, which shall include without limitation, delays in funding distributions beyond Lessee's control caused by any governmental funding source, or the Lessee shall be unable in whole or in part to carry out any agreement on its part herein contained, the Lessee shall not be deemed in default during the continuance of such inability; provided, however, that the Lessee shall, as promptly as legally and reasonably possible, remedy the cause or causes preventing the Lessee from carrying out such agreement.

16. REMEDIES ON DEFAULT.

t (a) Whenever any Event of Default on this Lease occurs or is anticipated to occur, the non-defaulting party shall notify the defaulting party of said Event of Default prior to expiration of the time to cure such Event of Default and without impairing the defaulting party's opportunity to cure the Event of Default. The non-defaulting party shall act in good faith and take all reasonable measures to assist the defaulting party in effectuating a cure of the default.

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m (b) Whenever any Event of Default shall have happened and be continuing as to the Lease, the non-defaulting party may take one or any combination of the following, remedial steps:

- a. terminate the Lease and give notice to Lessee to vacate the Leased Property on or before June 30 of the year in which the Event of Default occurs;
- b. after declaring this Lease terminated, reenter the Leased Property and occupy the whole or any part thereof for and on account of Lessee and collect any unpaid Base Rentals and other charges, which have become payable, or which may thereafter become payable;
- c. sell, assign or lease its interest in all or any portion of the Leased Property. Notwithstanding Lessee's default nothing shall preclude Lessee from purchasing the Leased Property;
- d. cure the default at the defaulting party's expense, and withhold, reduce or offset any amount against any payments of Base Rent or any other charges due and payable under this Lease;
- e. enforce any provision of this Lease by equitable remedy, including, but not limited to, enforcement of the restrictions on assignment, encumbrance, conveyance, transfer or succession under this Lease by specific performance, writ of mandamus or other injunctive relief; and
- f. take whatever action at law or in equity may appear necessary or desirable to enforce its rights in and to the Leased Property under this Lease.

17. DEFAULT BY LESSEE.

Lessee shall be in default under this Lease only if Lessor serves upon Lessee a written notice specifying the alleged default and Lessee does not remedy the failure within forty-five (45) days following the receipt of notice thereof or in the case of failure which takes more than 45 days to cure, if Lessee (or any secured party) has not commenced to remedy the same and is diligently prosecuting the same within such time period. Lessor shall not exercise any remedies available to it until the grace period provided for in this section has elapsed.

18. NOTICE OF INTENT TO TERMINATE LEASE. Lessor agrees to notify Lessee by

no less than sixty (60) days prior to its intent to terminate this Lease for default.

19. This section intentionally left blank.

20. HOLDOVER. Any holding over by Lessee after the expiration or termination of the Term or any Renewal Term shall be construed as a tenancy from month to month, subject to all the conditions, provisions and obligations of this Lease.

21. ASSIGNMENT AND SUBLETTING. Lessee shall not assign the Lease or sublet the Leased Property without Lessor's prior written consent.

22. WAIVER. Failure of Lessor or Lessee to insist upon the strict performance of any provision or to exercise any option shall not be construed as a waiver of the future performance of any such provision or option. No provision of this Lease shall be deemed to have been waived unless such waiver is in writing and signed by the waiving party. No payment by Lessee or receipt by Lessor of an amount less than the Base Rentals shall be deemed to be other than on account of the earliest Base Rentals then unpaid, nor shall any endorsement or statement on any check or any letter accompanying any check or payment of Base Rentals be deemed an accord and satisfaction, and Lessor may accept such check or payment without prejudice to Lessor's right to recover the balance of such Base Rentals or pursue any other remedy provided in this Lease. Neither acceptance of the keys nor any other act or thing done by Lessor or any agent or employee of Lessor during the Term herein demised shall be deemed to be an acceptance of a surrender of the Leased Property, excepting only an agreement in writing signed by Lessor, accepting or agreeing to accept such a surrender.

23. SIGNAGE. Lessee shall have the right to install signage at its own expense on the Premises so long as it complies with applicable governmental regulations.

24. REQUIREMENTS FOR LESSEE'S RENEWAL. Lessee acknowledges that Lessee will only be allowed to exercise its option to renew the Lease if there is no uncured default under the terms of this Lease. Lessee hereby acknowledges that Lessee has assumed all obligations for compliance with this Lease.

25. RIGHT OF FIRST REFUSAL. The parties shall together annually review the facility needs of the parties in the context of the District's Facilities Master Plan. During the Initial Term and any renewal term under this Lease, the Lessor shall give and Lessee shall have the right of first refusal on any other QISD properties which are no longer utilized by QISD for its educational purposes or which are planned to be vacated by QISD.

26. MISCELLANEOUS PROVISIONS.

- (a) Whenever the singular number is used in this Lease and when required by the context, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, and the word "person" shall include corporation, firm, partnership, association, or any other similar entity. If Lessee constitutes more than one person, the obligations imposed under this Lease upon Lessee shall be joint and several.
- (b) The marginal headings or titles to the paragraphs of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part of this Lease.
- (c) This instrument is an integrated writing and supersedes any oral statements or representations or prior written matter not contained in this instrument. This instrument may not be modified orally or in any other manner other than by an agreement in writing signed by all the parties to this Lease or their respective successors in interest or permitted assigns.
- (d) Time is of the essence of each term and provision of this Lease.
- (e) Lessee represents that it has not had any dealings with any realtor, broker, or agent in connection with the negotiation of this Lease and agrees to pay and to hold

Lessor harmless from any cost, expense, or liability for any compensation, commission, or charges claimed by any realtor, broker, or agent claiming to represent Lessee, with respect to this Lease or the negotiation of this Lease. Lessor agrees to hold Lessee harmless from any cost, expense, or liability for any compensation, commission, or charges claimed by any realtor, broker, or agent claiming to represent Lessor with respect to this Lease or the negotiation of this Lease.

- (f) Each provision to be performed by Lessee or Lessor shall be construed to be both a covenant and a condition, and if more than one person constitutes Lessee, all names constituting Lessee shall be bound jointly and severally by those provisions.
- (g) All rights and obligations under this Lease shall bind and inure to the benefit of the successors and assigns of the parties hereto. Each person executing this Lease represents that he or she is an agent or representative of a party hereto duly authorized to execute this Lease on behalf of such party and to bind that party to the performance of such party's obligations hereunder and the he or she has no authority to bind either parties, employees, officers, directors, board members or governing council members, their successor or assigns, individually to the obligations of this Lease.
- (h) All covenants, stipulations, promises, agreements and obligations of the Lessor or the Lessee, as the case may be, contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the Lessee or the Lessor, as the case may be, and not of any member, director, officer, employee, servant or other agent of the Lessee or the Lessor in his or her individual capacity, and no recourse shall be had on account of any such covenant, stipulation, promise, agreement or obligation, or for any claim based thereon or hereunder, against any

member, director, officer, employee, servant or other agent of the Lessee or the Lessor or any natural person executing this Lease or any related document or instrument.

- (i) No notice or other communication given in connection herewith shall be validly given, unless in writing and delivered in person or sent by registered or certified United States mail or an express mail service to the address set forth in Paragraph 28 or to such other addresses as Lessor or Lessee may from time to time designate in writing and deliver to the other. Notices or other communications shall be deemed given or received upon delivery, if delivered in person, or upon forty eight (48) hours after deposit in the mail, if delivered by mail or by an express mail service.
- (j) If any provision of this Lease or application thereof to any person or circumstance shall to any extent be invalid, the remainder of this Lease or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby, and each provision of this Lease shall be valid and enforced to the fullest extent permitted by law.
- (k) Anything to the contrary herein notwithstanding, Lessee is not the Lessor's agent for any purpose whatsoever, nor is Lessor the Lessee's agent.
- (l) The rights and remedies of Lessee and Lessor under this Lease shall be cumulative and none shall exclude any other rights or remedies allowed at law or in equity. All indemnities and other similar obligations of either party hereunder which by their nature extend beyond the expiration or earlier termination of this Lease shall survive such expiration or earlier termination.
- (m) If Lessee fails to perform any duty under this Lease, or otherwise breaches this Lease and fails to cure such breach after notice thereof and within the applicable cure period, Lessor may, at its option, perform such

obligations or undertake such cure, and Lessee upon demand shall pay Lessor the costs incurred by Lessor in connection therewith.

- (n) If Lessor fails to perform any duty under this Lease, or otherwise breaches this Lease and fails to cure such breach after notice thereof and within the applicable cure period, Lessee may, at its option, perform such obligations or undertake such cure, and offset against Base Rentals the costs incurred by Lessee in connection therewith.
- (o) This Lease may be executed in counterparts, and each counterpart will be deemed to be an original, including any signatures of the Lessor as to consent.
- (p) Lessee may file a "Memorandum of Lease Agreement" in the real estate records of Taos County.
- (q) Lessor agrees that Lessee shall remain eligible and receive all capital outlay distributions to which it is entitled in accordance with state law.
- (r) The Parties hereby acknowledge that each of them has read and understands the terms and conditions of the Lease, has had an opportunity to consult with independent legal counsel and to affirmatively participate in the drafting of this Lease. Each Party enters into this Lease freely and with a full understanding of all of its terms and conditions, and accordingly, in the event of a dispute over the meaning of this Lease or the intent of the Parties, no provision herein shall be construed against either Party as the drafter thereof.
- (s) Each party represents to the other that it has full power and authority to enter into this Lease; that all actions necessary for the execution of this Lease have been taken; and that each person signing below has been duly authorized to sign this Lease and bind such party to all of its terms, provisions and conditions.
- (t) This Lease sets forth all of the covenants, promises,

agreements, conditions and understandings between Lessor and Lessee respecting the subject matters of this instrument. No alteration, amendment, modification, change, or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing, signed by each of them, and approved by the State Board of Finance.

(u)

27. NOTICES. All notices must be sent in writing to:

to Lessor at: Superintendent of Schools
Questa Independent Schools
P.O. Box 440
Questa, NM 87556

With a copy to: Cuddy & McCarthy, LLP
1701 Old Pecos Trail
Santa Fe, NM 87505

to Lessee at: Red River Valley Charter School
PO Box 742
500 E. High St.
Red River, NM 87558
Attention: School Administrator

With a copy to: Matthews Fox, P.C.
1925 Aspen Drive, Suite 301A
Santa Fe, NM 87505

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands
the day ^{9th} and year first written above.

Red River Valley Charter School, as LESSEE:

By: Karen M. Phillips

Name: Karen M. Phillips

Title: School Administrator

Board of Education of the Questa Independent School District, as LESSOR:

By: Jose Lovato

Name: Jose Lovato

Title: President, Board of Education

Attest:

Rosaline Ortega
Secretary, Board of Education

RED RIVER VALLEY CHARTER SCHOOL

EDUCATIONAL SPECIFICATIONS & 5 YEAR FACILITIES MASTER PLAN

Red River, New Mexico | 2019 - 2024

500 East High Street
Red River, New Mexico 87558

administration@redrivervalleycs.com

(575)754-6117



12.17.2018

HENRY ARCHITECTS



ACKNOWLEDGEMENTS

Red River Valley Charter School

500 East High Street
Red River, New Mexico 87558

P.O. Box 742, Red River, NM, United States

Original charter date - 2001
Current enrollment cap - 100

Governance Council

Courtney Henderson, President
Jenna Grubbs, Vice President
Davia Richard, Secretary
Heather Larson, Treasurer
Joe Ben Mandonado, Member

Steering Committee Members

Kimberly Ritterhouse-School Administrator
Courtney Henderson-Governance Council President
Heather Larson-Governance Council Treasurer
Martie Lockwood-Community Member
Katy Pierce-Community Member

PSFA

Bill Sprick, Facilities Master Planning Manager

Planning Consultant

Henry Architects LLC

Introduction **Charter School Overview**

1.1 Goals/Mission

- 1.1.1 Mission
- 1.1.2 Educational philosophy

1.2 Process

- 1.2.1 Process for Data Gathering and Analysis

1.3 Issues and Findings

2.0 Projected Conditions

- 2.1.1 Programs overview

2.2 Proposed Enrollment

- 2.2.2 Proposed Enrollment
- 2.2.2 Classroom loading policy
- 2.2.4 Classroom needs

2.3 Site and Facilities

- 2.3.1 Location/site
- 2.3.4 Facility evaluation

2.4 Utilization Analysis

- 2.4.1 Special Factors

2.5 Facility Maintenance

- 2.5.1 Facility Goals/ Maintenance Projects

3.0 Proposed Facility Requirements (Ed Spec)

- 3.1.1 Facility Goals and Concepts
- 3.1.2 Concepts

4.0 Capital Plan

- 4.1 Total Capital Needs

5 Master Plan Support Material

- 5.1 Sites and Facilities Data Table
- 5.2 Site Plan
- 5.3 Facility Evaluation
- 5.5 Detailed Space and Room Requirements

6 Appendix

- A. Meeting Minutes - Board Approval of DRAFT RRVCS FMP



Abbreviations, Acronyms/ Definitions

Abbreviations, Acronyms/ Definitions

ADA.	Americans with Disabilities Act
AMOG	Annual measurable objectives
AYP	Annual yearly progress
CIP	Capital improvement projects or plan
EdSpec	Educational specifications
FAD	Facility adequacy database
FMP	Facility Master Plan
FCI	Facility condition index
GC	Governing Council
GSF	Gross square feet, or the sum of net assignable square feet plus all other building areas that are not assignable (the area remaining is called "tare," which includes areas such as hallways, mechanical areas, rest rooms, and the area of interior and exterior walls)
HVAC	Heating, ventilating, air conditioning
IEP	Individualized education program
NASF	Net assignable square feet, or the total of all assignable areas in square feet
NMAC	New Mexico Administrative Code
NMCI	New Mexico Condition Index
NMPED	New Mexico Public Education Department
or PED	
PE	Physical education
PSCOC	Public School Capital Outlay Council
PSFA	Public School Facilities Authority
PTR	Pupil/teacher ratio
QISD	Questa Independent School District
RRVCS	Red River Valley Charter School
TMSD	Taos Municipal School District
WAP	Wireless access point



Charter School Overview:

Red River Valley Charter School (RWCS) opened its doors in 2001. The school was founded by a group of local business women and mothers to ensure that a local school would be available for the children of Red River. The school now enrolls 100 students in grades k-8. The enrollment cap is 100.

We at Red River Valley Charter School think of your children as our children. Our goal is to help give them the skills and desire to excel in whatever field of endeavor they choose to pursue in the future. Of equal importance is that we foster a sense of self-discipline and control, imparting to them the self-confidence they need to achieve their highest potential while respecting all others and treating them with kindness.

Statement acknowledging review:

We have reviewed the:

- o Statewide Adequacy Standards NMAC 6.27.30
- Charter-Alternative School Statewide Adequacy Standard Variance

Organization

Five main sections and this introduction comprise the master plan and educational specification

Section 1

Goals / Process presents the charter school's goals and the planning process

Section 2

Existing and Projected Conditions presents programs and delivery methods, enrollment, details about the school's existing facilities, and technology and energy management. It outlines facility goals and concepts, details space needs and other facility requirements, and describes strategies for implementing space needs.

Section 3

Facility Requirements presents facility goals and concepts, lists and diagrams specific facility needs to accommodate projected enrollment, and describes how the school will implement facility needs over time

Section 4

Capital Plan presents information about capital resources, capital needs, project priorities, and capital project implementation

Section 5

Master Plan Supporting Material contains details about school facilities, evaluations, plans, and other information



1.1.1 Red River Valley Charter School Mission Statement:

The mission of the Red River Valley Charter School is to provide every student the opportunity to develop academically, socially, and physically through quality learning experiences utilizing the Core Knowledge Curriculum.

Desired state of educational programs:

Red River Valley Charter School (RRVCS) is a Core Knowledge School and as such, does not have textbooks that support the curriculum, instead teachers utilize the Core Knowledge website at coreknowledge.org to locate units of study and lesson plans that correspond with the Core Knowledge Curriculum and Pacing Guides. In future, RRVCS would like to purchase Core Knowledge History books. The purchase of these books, will alleviate the number of copies made to support instruction. Teachers are creative and resourceful, however a set math curriculum that builds from K-5 could increase math scores. Currently, teachers are free to choose their curriculum as long as it meets both the state standards and the Core Knowledge focus.

The Core Knowledge Curriculum supports higher level thinking skills in all content areas. The possibility of monthly project based learning that moves beyond the classroom is a natural extension to our program. A few teachers have implement this type of learning and the goal is for more teachers to embrace this option. To support teachers, adding after school clubs such as robotics, mathmania, and other problem solving clubs is our goal.

Philosophy

We at RRVCS think of your children as our children. Our goal is to help give them the skills and desire to excel in whatever field of endeavor they choose to pursue in the future. Of equal importance is that we foster a sense of self-discipline and control, imparting to them the self-confidence they need to achieve their highest potential while respecting all others and treating them with kindness.

1.1.2 Educational Philosophy

We at RRVCS think of your children as our children. Our goal is to help give them the skills and desire to excel in whatever field of endeavor they choose to pursue in the future. Of equal importance is that we foster a sense of self-discipline and control, imparting to them the self-confidence they need to achieve their highest potential while respecting all others and treating them with kindness.

Red River Valley Charter School (RRVCS) was granted Charter Status in academic year 2000-2001. RRVCS is authorized as a charter school by the state of New Mexico through the Public Education Commission. A Charter School is a free public school that is authorized to develop and implement an alternative curriculum and manage its own budget. Charter Schools involve parents in the decision making process of school governance.

Red River Valley Charter School has an integral theme based curriculum, Core Knowledge Sequence. We believe in a child-centered school that addresses the strengths, needs, interests, and cultures that equip our students with the knowledge and skills needed to meet challenges and succeed in a rapidly changing world.



1.2.1 Process for Data Gathering and Analysis

The individual representing the school authorized as contact on issues and questions related to this submission is Alix Henry, MArch, NCARB; Henry Architects, LLC. 575.776.2761 henry.architects@gmail.com.

Authority and Facilities Decision Making

Questions and issues related to this submission should be directed to Kimberly Ritterhouse, school administrator.

Planning process

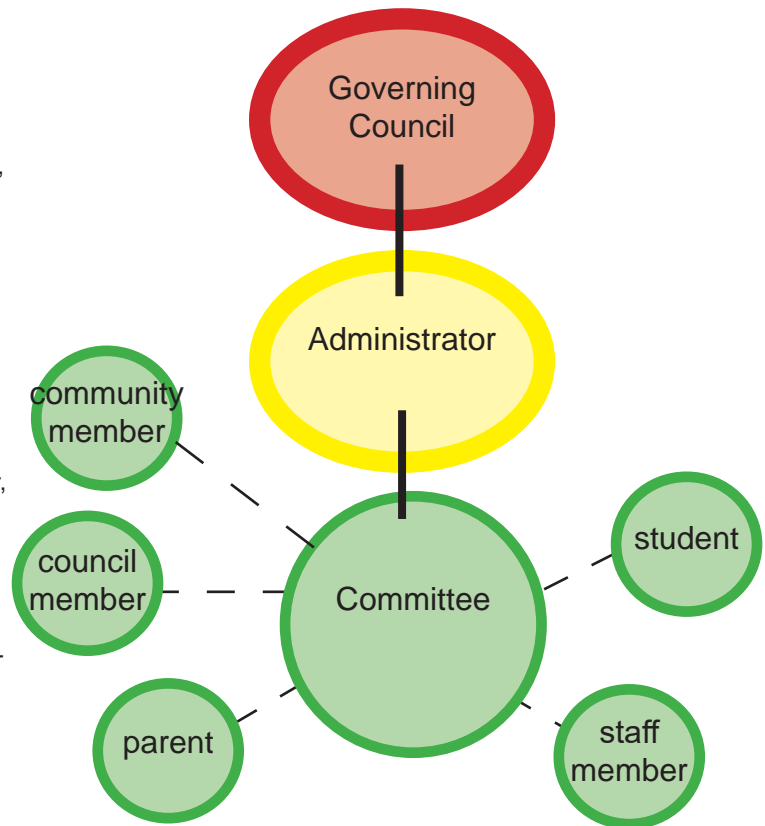
The process for capital planning and decision making falls to committee. Committees are comprised of parents, council members, staff, and community stakeholders. Information gathered in committee is brought to monthly council meetings to discuss and vote upon. Committees vary in size and participation.

A typical committee consists of one council member, one staff member, one community member, and one parent. At times, when the discussion directly relates to the student body, a student is asked to participate.

The steering committee is the Governing Board. However, at times, stakeholders with expertise provide insight into projects. When these stakeholders help to guide the council, they are not allowed to bid on the project.

The FMP from 2011-2016 was reviewed and applicable portions incorporated into this updated FMP. The administrator and planning consultant walked through the facility to review existing conditions.

An open meeting at a regularly scheduled governance council meeting in workshop format for consideration of elements that would improve the facilities. The process provided the foundation for the updates within this document.



2.1 Projected Conditions- Programs and Delivery Methods

2.1.1 Programs overview

Proposed Capital Outlay Projects (use of GRT funds for most)

Instructional Organization

The teachers and staff of the Red River Valley Charter School take our responsibility in the education of your child very seriously. It is a challenge, and a privilege to help mold the future of these children, and ultimately of our Nation. One of the most important factors in our success is recognizing that we are only one part of the process. Equally critical is the active and continuous involvement of parents and children in helping us to achieve excellence.

Our philosophy of education is to create a foundation for self-initiated, life-long learning. In this we take an integrated approach combining traditional academics with creative and innovative teaching practices. It is clear that reading, math, and writing are the building blocks for learning. However, the ultimate goal of our program is to instill in our students an excitement for learning. In an increasingly technologically advanced society education must be continuous and those who will succeed are those who possess the tools for learning, and the adaptability necessary for change.

In putting this philosophy into practice we believe that the Core Knowledge Curriculum developed by Dr. E. D. Hirsh, Jr., is currently the most effective and innovative approach in American education (www.coreknowledge.org). Core Knowledge provides children with a strong foundation of knowledge in traditional disciplines, while encouraging innovative thinking and multi-disciplinary integration. In effect, what we teach in reading, builds on what we teach in math, which builds on what we teach in science, and so forth.

Of critical importance in this process is developing a solid foundation in reading and mathematics in every student, as early as possible in their educational career. For our reading instruction in our younger grades, we follow a variety of programs that incorporate multi-sensory, comprehensive, systematic approaches to phonics. In addition, we implement several other programs for reading comprehension and writing skills- Guided Reading, Accelerated Reading, Literature Circles, Reading Street. For our Math program we use a variety of curriculum resources such as Accelerated Math, Go-Math, SRA Real Math, Saxon Math, and Littel McDougal Math. These curriculums build and continuously reinforce fundamental skills.



General Instructional Organization

RRVCS provides instruction for grades pre-k through 8th grade. We have 6 classrooms, and of those classrooms two are self-contained and 5 are multi-grade level. Pre-k and Kindergarten are each their own class, first and second grade are together, third and fourth grade are together, fifth and sixth grade are together, and seventh and eighth grade are together. Each of these classes utilize the Core Knowledge Curriculum to deliver content and prepare the students to progress to the next level.

Alternative Methods of Educational Program Delivery

RRVCS has a variety of learners and our teachers work to meet the needs of each individual student. Content is presented in ways that capture more than one learning modality. Teachers provide visual, auditory, and kinesthetic connections throughout the school day. Whole group, small group, individual, push-in, pull-out, occupational therapy, speech, and physical therapy are daily approaches to meet the needs of our students. Occupational therapy, speech, and physical therapy are provided per a student's IEP. RRVCS also utilizes the school counselor during the teach day as extra support, as needed. Gone are the days of lecturing, rote, and regurgitation of knowledge. It is replaced with thinking, doing, extending, problem solving, and supporting.



Scheduling Approach

All classes at RRVCS are self-contained and each teacher is responsible for providing the content for the grade level(s) he/she teaches. The only exception to this is the seventh and eighth grade teacher is also the physical education instructor, this class has another teacher for science. The students receive science daily, from 1:15 p.m.-2:45 p.m. while their regular classroom teacher is conducting physical education classes on a rotation basis.

Teachers at RRVCS block the morning into math and literature and the afternoon for science and history. During the morning, the special education teacher pushes-in and assists students who need the additional support. The special education teacher also has pull-out times where she teaches small group and individual, with the focus on supporting IEP goals.

Anticipated Special Curricular/ Extracurricular Activities

The teachers and staff would like to expand learning beyond the school day by offering after-school clubs that focus on problem solving, real world experiences, and technology. Eventually, we would like to offer robotics, drama with an emphasis on history, art with an emphasis on science, and a mathematics and technology institute. Opportunities such as these will enhance the happenings in the classroom and support the development of our students through increased awareness and an appreciation of academics beyond the classroom.



1. Enter the date the Local Board or Governance Council approved the School Calendar: 1-May-2018
2. **Block** all Non-Instructional days (Note: Only include In-Service and Professional Development Days).
3. **Shade** all observed Holidays (Note: Holidays are **not** included in the Non-Instructional Day counts).
4. The first Instructional day is: 13-Aug-2018. The last Instructional day is: 22-May-2019.
5. **Strike** all days prior to the first day of instruction and after the last day of instruction.
6. Include the Total Instructional and Non-Instructional Days for each month in the spaces provided below each month.
7. Are you operating on a 4-Day or 5-Day week? 4 Day

July							August							September						
Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Mon	Tues	Wed	Thurs	Fri	Sat
1	2	3	4	5	6	7	5	6	7	8	9	10	11	2	3	4	5	6	7	8
8	9	10	11	12	13	14	12	13	14	15	16	17	18	9	10	11	12	13	14	15
15	16	17	18	19	20	21	19	20	21	22	23	24	25	16	17	18	19	20	21	22
22	23	24	25	26	27	28	26	27	28	29	30	31		23	24	25	26	27	28	29
29	30	31												30						
July Instructional Days 0 Non-Instructional Days 0							Aug. Instructional Days 12 Non-Instructional Days 5							Sep. Instructional Days 16 Non-Instructional Days 0						
October							November							December						
Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Mon	Tues	Wed	Thurs	Fri	Sat
1	2	3	4	5	6	7	4	5	6	7	8	9	10	2	3	4	5	6	7	8
8	9	10	11	12	13	14	11	12	13	14	15	16	17	9	10	11	12	13	14	15
15	16	17	18	19	20	21	18	19	20	21	22	23	24	16	17	18	19	20	21	22
22	23	24	25	26	27	28	25	26	27	28	30			23	24	25	26	27	28	29
29	30	31												30	31					
Oct. Instructional Days 16 Non-Instructional Days 0							Nov. Instructional Days 16 Non-Instructional Days 0							Dec. Instructional Days 13 Non-Instructional Days 0						
January							February							March						
Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Mon	Tues	Wed	Thurs	Fri	Sat
6	7	8	9	10	11	12	3	4	5	6	7	8	9	3	4	5	6	7	8	9
13	14	15	16	17	18	19	10	11	12	13	14	15	16	10	11	12	13	14	15	16
20	21	22	23	24	25	26	17	18	19	20	21	22	23	17	18	19	20	21	22	23
27	28	29	30	31			24	25	26	27	28			24	25	26	27	28	29	30
Jan. Instructional Days 16 Non-Instructional Days 0							Feb. Instructional Days 16 Non-Instructional Days 0							March Instructional Days 16 Non-Instructional Days 0						
April							May							June						
Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Mon	Tues	Wed	Thurs	Fri	Sat
1	2	3	4	5	6	7	5	6	7	8	9	10	11	2	3	4	5	6	7	8
8	9	10	11	12	13	14	12	13	14	15	16	17	18	9	10	11	12	13	14	15
15	16	17	18	19	20	21	19	20	21	22	23	24	25	16	17	18	19	20	21	22
22	23	24	25	26	27	28	26	27	28	29	30	31		23	24	25	26	27	28	29
29	30													30						
April Instructional Days 15 Non-Instructional Days 0							May Instructional Days 14 Non-Instructional Days 5							June Instructional Days 0 Non-Instructional Days 0						
Total Instructional Days: 150							Total Non-Instructional Days: 10													

Reminder: Holidays should not be included in the Non-Instructional Day counts.

2018-2019 Membership Reporting Dates:	
*October 10, 2018 (40 Day) - 1st Reporting Period in October (2nd Wednesday in October)	
*December 3, 2018 (80 Day) - 2nd Reporting Period (December 1 or first working day in December)	
*February 13, 2019 (120 Day) - 3rd Reporting Period (2nd Wednesday in February)	

County: Taos District/Charter: Red River Valley Charter School PED # 539001

Additional Educational Programs

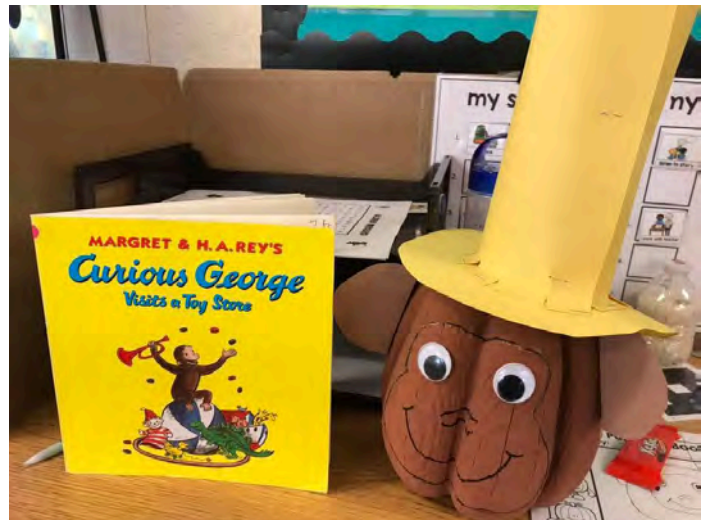
RRVCS intends to close the achievement gap through opportunities that connect learning in the classroom to clubs offered after school. Options RRVCS is considering include: robotics, drama through history, art and science, and mathematic connections. These club options will provide opportunities for students to problem solve, team build, connect, and apply skills and knowledge.

Parent Involvement-RRVCS strives to involve parents in the happenings of the classes, the school events, and the community events. It is important for parents to be involved. The teachers, staff, and administrator encourage parents to get involved, engage with their children, monitor their children's progress, attend parent and community events where the students play a role, and support their children.

RRVCS coordinates a monthly parent engagement activity that include both academic and social focus. Some school-wide parent engagement activities include: literacy night, Living History Day, Math and Science night, Thanksgiving Lunch, Open House and Parent/Teacher Conferences, and various awards ceremonies.

RRVCS Teachers also plan parent engagement events in their classrooms. Some examples are Pumpkin Project Book Reports, Christmas Plays, Historical re-enactments, and mini-conferences.

Joint/Shared Usage of the Multi-Purpose Facility-RRVCS has welcomed two Zumba instructors and their classes in this space. Each teacher taught her class in the space for one year. A Questa cheer team is in the process of gathering the appropriate forms and will begin practice this month (Nov). This space has been used by eighth grade graduates as a large space in which to work on their Senior Projects for high school. Meetings and assemblies have used this space, too.



2.2 Proposed Enrollment

2.2.1 Enrollment

2.2.1 RRVCS, according to our charter has a cap of 100 students K-8. Pre-K is figured separately and has a cap of 10. Charter Renewal is 2021, and there is a desire to split the first and second grade class, but only if it appears to be sustainable. At this it does not appear reasonable to split. There are 10 kindergarten students, with none on the waiting list. Therefore, splitting at this time is not possible. However, it is something that we would like to do if enrollment were to increase.

Proposed Occupancy for proposed facility will remain the same. There is a cap of 10 students in the pre-k, a cap of 14 students in the kindergarten (18 with a full time teaching assistant), and 18 students per classroom grades one through eight. Should the school find the need for the addition of another classroom, it would seek the advice of the governing board.



2.2.2 Classroom loading policy

The teacher to student ratio is

Pre-K 10/1

K-14/1

1-8-18/1

Throughout the day the classes may have additional teacher support in the form of educational assistants, special education teacher, school counselor, occupational therapist, and/or speech therapist.

2.2.3 Classroom needs

The portable buildings need to be replaced with a permanent structure. The permanent building should provide four classrooms, an office, and a library. Although there is not a plan to increase enrollment at this time, RRVCS wants to keep options open and consider increasing enrollment in the future. The past five years have seen decreased enrollment; therefore, it would not be in the best interest of the school at this time.



RRVCS has a multi-purpose building serves as a meeting space, the cafeteria, an assembly hall, an occupational therapy gym, a school gym, and a community space. The library serves as a library, after school tutoring/study room, and a small group pull out room. The special education room serves as an office and meeting room, a pull out room, and a safe place for students with special needs. The reading resource room serves as an office, a pull out room, and a meeting space. RRVCS also utilizes outdoor spaces as additional learning spaces for students working in small groups, or as individuals.



itemized quantity and sizes of the spaces within the facility used to accommodate the school's educational program

Room	Function	Number of Spaces	Square Footage
1	Multi-Purpose Classroom Lunch, assemblies, art class, rehearsal space for plays and singing, additional space for co-teaching	1	1540
2	Storage Space P.E Equipment, games, and instructional materials	1	56
3	Science labs and instruction	1	300
4	Kitchen Food prep and Service	1	171
5	Office	3	154
6	Pre-K Classroom	1	1364
7	Kindergarten	1	1024
8	Fifth/Sixth Grade	1	980
9	Bathrooms-Boys and Girls	2 rooms, 6 spaces	
10	7 th /8 th Grade Classroom	1	896
11	Literacy Classroom	1	230
12	1 st /2 nd Grade Classroom	1	528
13	Additional classroom	1	552
14	3 rd /4 th Grade Classroom	1	552
14	Library/Spill over Classroom	1	575
15	Computer Classroom	1	759
16	Outdoor Classroom Space	2	?
Total		21	9681 (without outdoor classroom spaces included)

2.2.4 Facilities Condition Index

The school's facilities are in satisfactory physical condition; the NMCI score is 582; with a weighted NMCI 12.84%.

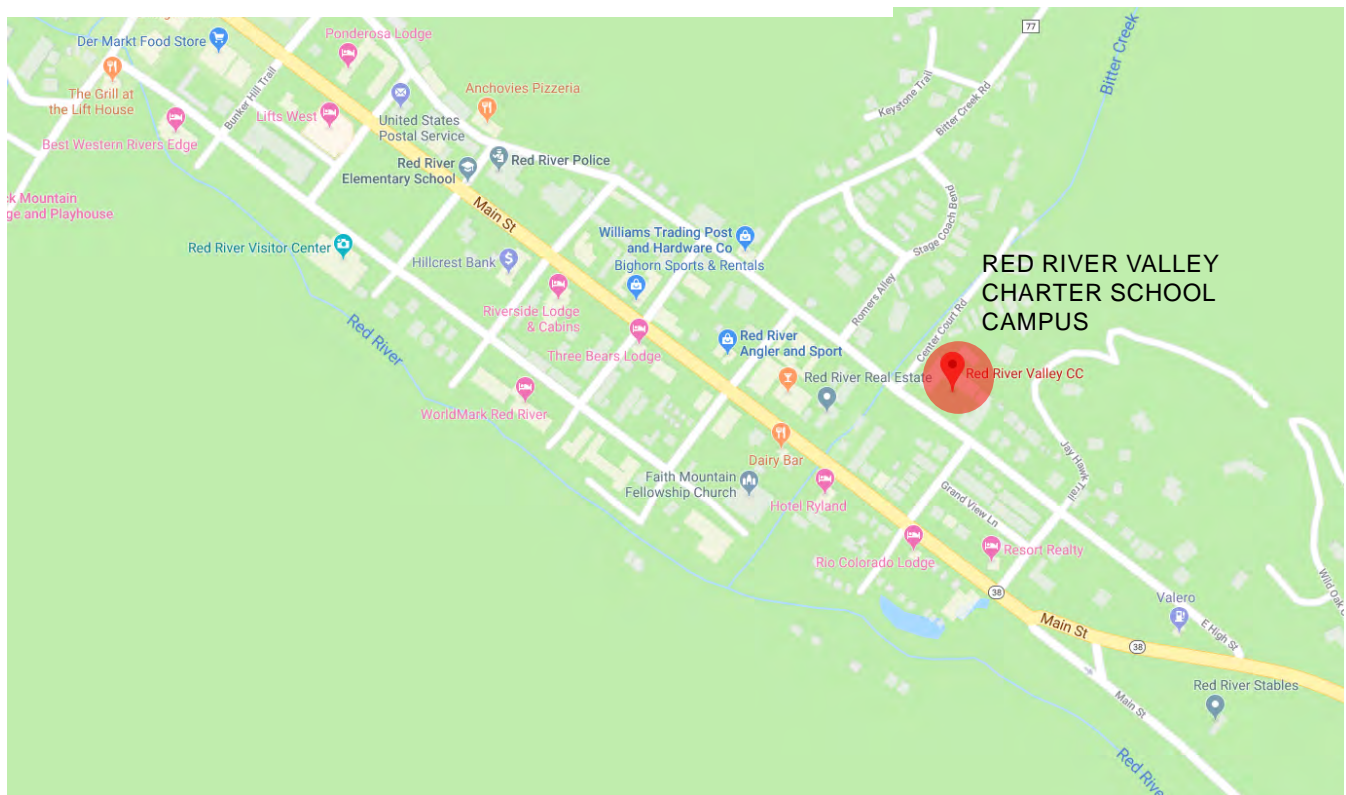
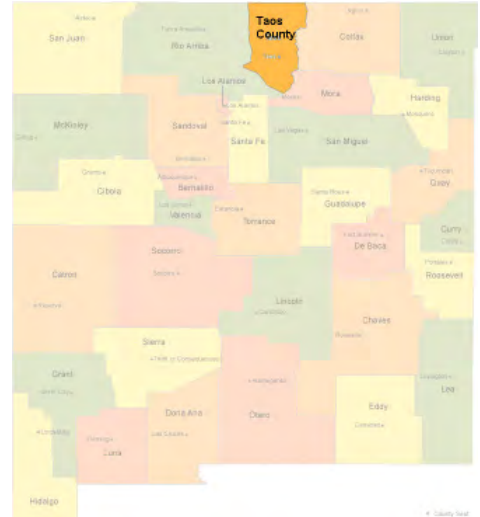


2.3 Site and Facilities

2.3.1 Location/site

RRVCS is located in Red River New Mexico.
500 East High Street
Red River, New Mexico 87558

**RED RIVER VALLEY
CHARTER SCHOOL
CAMPUS**



Map from google maps 2018



2.3.2 Facility Evaluation

The Red River Valley Charter School facility was assessed in 2017/2018 by the PSFA and was ranked 582 with a NMCI score of 12.84%.

2018-2019 wNMCI FINAL Ranking, By District Then Rank With Building FCI

FMAR Score	Rank	District	School Name	Building Name	Gross Area (Sq. Ft.)	wNMCI	Building FCI
		State Chartered Schools	Tierra Encantada Charter School	Addition (1963)	1,809		57.90%
		State Chartered Schools	Tierra Encantada Charter School	Addition (1969)	3,237		57.10%
	350	State Chartered Schools	Health Leadership Charter High School - TO	Overall Campus wNMCI Score	16,124	24.53%	
		State Chartered Schools	Health Leadership Charter High School - TO	Main Building (1984)	16,124		58.27%
	392	State Chartered Schools	Carinos de los Ninos Charter School	Overall Campus wNMCI Score	26,599	22.80%	
		State Chartered Schools	Carinos de los Ninos Charter School	Warehouse (1937) FKA Old Cafeteria	6,664		94.34%
		State Chartered Schools	Carinos de los Ninos Charter School	Warehouse (1976)	5,360		79.98%
		State Chartered Schools	Carinos de los Ninos Charter School	Original Building (1937)	15,594		74.08%
		State Chartered Schools	Carinos de los Ninos Charter School	Gym (1950)	6,752		67.96%
		State Chartered Schools	Carinos de los Ninos Charter School	Gym Addition (1960)	4,253		46.17%
	399	State Chartered Schools	Alma d' Arte Charter High School	Overall Campus wNMCI Score	47,308	22.18%	
		State Chartered Schools	Alma d' Arte Charter High School	Main Building (1936)	47,308		56.25%
	424	State Chartered Schools	La Promesa Early Learning Charter School	Overall Campus wNMCI Score	67,899	20.74%	
		State Chartered Schools	La Promesa Early Learning Charter School	Elite Campus Building - 5201 Central Ave	33,073		63.70%
		State Chartered Schools	La Promesa Early Learning Charter School	Building D - Classrooms (2013)	8,050		20.34%
		State Chartered Schools	La Promesa Early Learning Charter School	Building E - Classrooms (2013)	8,050		20.34%
		State Chartered Schools	La Promesa Early Learning Charter School	Building G - Classrooms (2013)	8,350		20.34%
		State Chartered Schools	La Promesa Early Learning Charter School	Building F - Cafeteria & Admin (2013)	10,376		19.84%
		State Chartered Schools	La Promesa Early Learning Charter School	Empty Shell Building #2 (2008)	7,956		7.90%
		State Chartered Schools	La Promesa Early Learning Charter School	Empty Shell Building #3 (2008)	7,956		7.90%
		State Chartered Schools	La Promesa Early Learning Charter School	Empty Shell Building #1 (2008)	10,134		7.90%
		State Chartered Schools	La Promesa Early Learning Charter School	Empty Shell Building #4 (2008)	10,134		7.90%
		State Chartered Schools	La Promesa Early Learning Charter School	Empty Shell Building #5 (2008)	10,134		7.90%
	445	State Chartered Schools	Academy of Trades and Technology Charter	Overall Campus wNMCI Score	21,045	19.51%	
		State Chartered Schools	Academy of Trades and Technology Charter	Main Building (1990)	21,045		56.71%
	455	State Chartered Schools	Cottonwood Classical Preparatory School	Overall Campus wNMCI Score	47,241	18.88%	
		State Chartered Schools	Cottonwood Classical Preparatory School - TO	Main Building (1991)	47,241		48.06%
	472	State Chartered Schools	Gilbert L Sena Charter High School	Overall Campus wNMCI Score	14,110	18.03%	
		State Chartered Schools	Gilbert L Sena Charter High School	School Building (1994)	14,110		60.81%
	484	State Chartered Schools	Walatowa Charter High School	Overall Campus wNMCI Score	18,251	17.63%	
		State Chartered Schools	Walatowa Charter High School	Youth Center / Gym (2003)	10,955		42.41%
		State Chartered Schools	Walatowa Charter High School	Tuff Shed Storage (2010)	2,688		18.36%
	531	State Chartered Schools	New America Charter School - Albuquerque	Overall Campus wNMCI Score	25,439	15.47%	
		State Chartered Schools	New America Charter School - Albuquerque	Classroom Building (1958)	4,536		46.67%
		State Chartered Schools	New America Charter School - Albuquerque	Gym (2014)	9,036		12.53%
		State Chartered Schools	New America Charter School - Albuquerque	Kitchen Addition to Gym (2017)	587		3.13%
	535	State Chartered Schools	La Tierra Montessori School of the Arts & Sci	Overall Campus wNMCI Score	14,482	15.40%	
		State Chartered Schools	La Tierra Montessori School of the Arts & Sci	Main Building (1963)	14,482		38.45%
	543	State Chartered Schools	Albuquerque School of Excellence Charter S	Overall Campus wNMCI Score	24,784	15.00%	
		State Chartered Schools	Albuquerque School of Excellence Charter S	Main Building (1995)	24,784		44.50%
	546	State Chartered Schools	New America Charter School - Las Cruces Ca	Overall Campus wNMCI Score	24,329	14.93%	
		State Chartered Schools	New America Charter School - Las Cruces Ca	Main Building (2012)	24,329		18.74%
	551	State Chartered Schools	The MASTERS Program Early College Charter	Overall Campus wNMCI Score	5,543	14.63%	
		State Chartered Schools	The MASTERS Program Early College Charter	Main Building (1994)	5,543		53.60%
	552	State Chartered Schools	Albuquerque Institute for Math and Science	Overall Campus wNMCI Score	21,016	14.55%	
		State Chartered Schools	Albuquerque Institute for Math and Science	Satellite Building (1992) - 1009 Bradbury	1,387		66.42%
		State Chartered Schools	Albuquerque Institute for Math and Science	Main Building (1967) - 933 Bradbury	18,365		49.47%
		State Chartered Schools	Albuquerque Institute for Math and Science	Satellite Building (2001) - 800 Basehart	1,264		47.07%
	561	State Chartered Schools	North Valley Academy Charter School	Overall Campus wNMCI Score	46,614	14.03%	
		State Chartered Schools	North Valley Academy Charter School	Room (1985 ?) In Strip Mall (rented space)	3,200		73.63%
		State Chartered Schools	North Valley Academy Charter School	Main Classrooms (2003) (5)	18,490		43.78%
		State Chartered Schools	North Valley Academy Charter School	Classroom and Restrooms Modular (2003)	7,377		43.24%
		State Chartered Schools	North Valley Academy Charter School	Admin Building (2003)	3,698		43.21%
		State Chartered Schools	North Valley Academy Charter School	Pre-K & Kindergarten (2003) (1)	1,849		43.15%
		State Chartered Schools	North Valley Academy Charter School	MultiPurpose / Cafeteria (2003)	8,400		43.13%
	582	State Chartered Schools	Red River Valley Charter School	Overall Campus wNMCI Score	14,766	12.84%	
		State Chartered Schools	Red River Valley Charter School	Permanent Building (2009)	3,072		30.14%
		State Chartered Schools	Red River Valley Charter School	Addition (2011)	7,408		22.39%



2.4 Utilization Analysis

This section identifies the recommended spaces to meet there education program and identified spaces.

Identification of Special Factors

We do not have any under-utilized spaces and/or possible options to reduce square footage.

Facility Description:

Red River Valley Charter School sits on a 2-acre site on 504 East High Street in Red River New Mexico leased from the Questa Independent School District. There are two portable buildings and two permanent building on site. The total square footage of the school is 14,766. The complex serves grades Pre-K through 8th, and has a staff of 13 including the cook, educational assistants, teachers, and office manager, plus 3-occupational therapist, speech therapist, school counselor for a total of 16.

The existing portables are in very poor condition. The portables have damaged or missing skirting and under-floor insulation, the flooring is damaged (there are holes to the exterior in some areas), the roofing needs to be replaced, the plumbing and HVAC systems all require upgrades, interior finishes need to be upgraded (carpet is torn, tile is missing or cracked), and the windows need to be replaced with insulated glass. If funding is unavailable for future new construction, the portables will require renovations to meet state adequacy standards and to accommodate to the needs of the faculty, staff, and students.



View at Entry to pre-K playground



Typical Classroom



Western Entry

Facilities History In 2009 and 2011, phases I and II of the new multi-purpose building were constructed using PSCOC funding. The building houses the multi-purpose room (cafeteria, indoor physical education, art, music, and special education programs), kitchen, science lab, administrative office, and pre-k classroom. The existing kitchen is not adequate to provide hot lunches, so the students bring their lunches and microwaves are made available to the students. The kitchen requires commercial equipment upgrades in order to provide hot lunches.

The multi-purpose building was designed for future expansion, and phase III of construction began in late 2011 using local bond funding. Phase III includes additional classrooms and ADA compliant restrooms.

Facilities Future Future construction phases should incorporate additional general and special education classrooms, administrative offices, equipment and records storage, and a new hands-on STEM learning space including a functioning science lab. The goal is to eliminate all of the portable buildings, and become a completely permanent school campus. Upon completion of all phases of new construction, the school would like to upgrade the exterior to either a wood siding or stucco finish to better blend with the neighboring Red River community. All of the existing portables will either be returned to the district or demolished.

The school currently leases the property from the district (with no maintenance included), and the school hopes to purchase the property in the next five years.

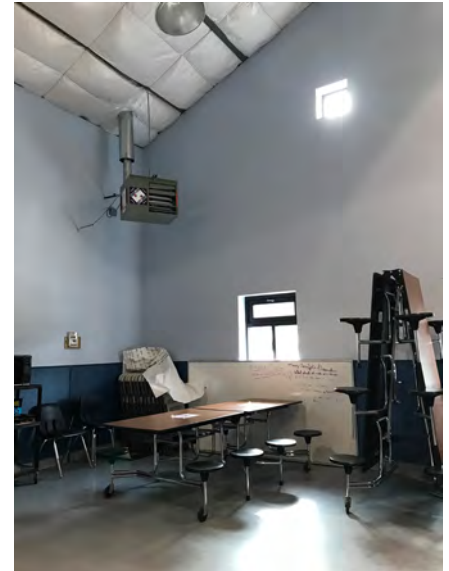
Site: The site includes a gravel and dirt play area with equipment. There is no available parking on site; however street parking and a nearby town-owned parking lot is available. There is not an adequate student drop-off/pick-up zone, and there is insufficient separation between transportation types. The majority of the walkways connecting the school's buildings are covered, and provide for safe access; however, some of the existing concrete walks are not covered and are subsequently in poor condition. Icy conditions are prevalent throughout the winter months. Some of the wooden walkways, stairs and ramps are out of plane and require modifications to prevent tripping hazards.

The site perimeter fence is damaged in some areas due to the relocation of some of the portable buildings and the utility company accessing the site, and subsequently needs to be repaired. The school would like to replace the fencing for improved security, function and aesthetics. Site lighting is generally poor and landscaping is minimal. Improved landscaping is desired for aesthetic and functional reasons.

Multi-Purpose Building/ Pre-K/ K 5th-8th grade The multi-purpose building is constructed of pre-fabricated metal components with metal siding and a metal roof. All exterior windows and doors are insulated. The structural foundation is a continuous perimeter stem wall. The interior walls of the multi-purpose building are metal stud and drywall construction. Flooring is vinyl composite tile and carpet. The multi-purpose building has a central boiler and air conditioning unit. The air is supplied by ductwork. Bathroom ventilation is adequate. All plumbing fixtures are from 2009 & 2011 and in working order. There is a roof leak in the restrooms causing damage to the ceiling. The roof of this building sheds to the north and therefore snow is held on the roof and poses a danger when it slides off.



Specialty classroom



Multi-purpose room



Classroom



Roof detail at potential leak source

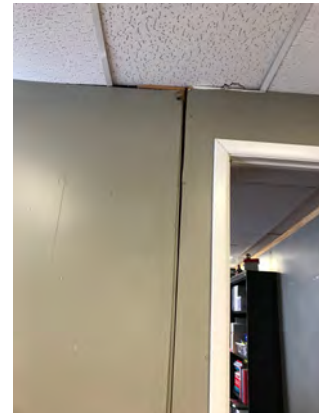


Portable buildings are wood construction, asphalt roof, wood siding, wood doors, and single-pane windows. Flooring is vinyl composite tile and carpet. The interior walls of the portable buildings are wood stud and wood paneling construction. Flooring is vinyl composite tile and carpet. The library/ admin. space in the southern portable has a bathroom that is not functioning and is currently used as storage, and the seam between the two sides of the building indicates a gap and has been reinforced with an additional column. The daylighting within these buildings is poor; finishes are old.

The portable buildings are heated with individual fan coil units (which do not function efficiently) and no cooling is provided. Additional space heaters are used in the portables during the winter months. Plumbing fixtures in the portable are original and are in poor condition, upgrades are recommended.

Fire Protection/Life Safety Systems: The fire alarm system (in all buildings) consists of audible and strobe alarms in classrooms, corridors, and other public spaces. The systems are activated by pull stations at exits, and they are not centrally monitored. Both buildings do not have sprinkler systems. Egress corridors in the multi-purpose buildings have appropriate fire separation walls and fire-rated corridor doors.

Accessibility: The school buildings and site are generally ADA compliant. Improved concrete walkways are recommended. ADA compliant toilets are available in the new multi-purpose building. The toilet rooms in the portables are not accessible. The wooden exterior walkways at the portables have level changes that most likely exceed the height limit to comply with ADA. The sidewalks should be redone to improve on safety and accessibility.



Seam inside portable (gap)



Covered exterior walkway at portable



Exterior of portable



Admin. space in portable



2.4.1 Utilization by Schedule

The schedules described below are approximations and the likelihood of adjustments happening as we move through the school year and throughout the life span of the FMP are likely.

Class Schedule-The school bus and trolley arrive at school between 7:35-7:50, and the school day begins at 8:00. Each teacher has a unique schedule to meet the needs of the class, content, and syllabus for that grade level. Breakfast is served on a rotation beginning at 8:00 and the last class is served at 8:45 a.m. Teachers utilize their classroom space throughout the day and the multi-purpose, science classroom, and computer classroom on an as needed basis. Co-teaching, singing practice, drama practice, and larger science dissection activities take place in the multi-purpose room. Teachers also utilize the library for mini-lessons on library days. Morning lessons take place for pre-K through 4th grade until 11:30. The Kindergarten-4th grade students have lunch and recess from 11:30-12:30 and then return to class for afternoon lessons. The 5th through 8th grade classes have morning lessons until 12:00 when they head off to lunch. After lunch the 5th-8th graders return to class for afternoon lessons. The school day ends at 4:00, and we are a four-day week; Monday-Thursday.

A typical day at RRVCS finds K-2nd grade students in their homeroom classes 6-6.5 hours a day. The K-2nd grade teachers rotate through library, art, P.E., and science on a weekly basis, spending approximately 30-45 minutes in these special classes. These special classes take place in the library, the multi-purpose room, and the science classroom. In future, the K-2nd grade students will also rotate through the computer classroom. The goal is to provide students additional opportunities to hone computer usage skills. RRVCS is in the process of acquiring computers for the computer classroom.

A typical day at RRVCS finds 3rd-8th grade students in their homeroom classes 6.5-7.0 hours a day. The 3rd-8th grade classes enjoy breakfast in their classroom. Once breakfast is ready, the students pick it up and head back to class to eat and complete warm up activities. The 3rd-8th grade teachers rotate through special classes, like the K-2nd, but spend a bit more time in each special (45-60 minutes). Library, P.E., Computer, science labs, music and art. In addition to the weekly rotations, 3rd-8th grade teachers, spend some time co-teaching. When combining two classes, it makes sense to meet in the multi-purpose because it is bigger and will accommodate the increased class size.

RRVCS is organizing music and art events with local musicians and artists. The musicians and artist will come to campus to teach the students age appropriate music and art. These activities will be held once a month and will happen in the multi-purpose room.

Library-Once a week rotations K-8th. This class is also utilized for tutoring (30-60 Minutes per classroom/per week). This is an average of time spent in the library, there are some weeks where the space is utilized for longer than the average. Periodically, guest librarians teach lessons that connect to reading skills and concepts.

Multi-purpose: Art, P.E., Science, Co-teaching, music, drama, tutoring space, projects, and Monday morning student meeting, breakfast and lunch. Coming Soon-Local musician and artist presentations and hands on participation/learning. (Daily use at least 180 minutes per day). Once the local musician schedule is determined, the time usage will increase.

Computer Classroom-As mentioned before, we are trying to acquire desktops and/or laptops to enhance computer skills across campus K-8. This room is additionally utilized for lunch/recess detention, and in school and after school tutoring. (Envisioning-30-40 minutes per class each week-180 minutes).

Science Classroom-Utilized for Kindergarten-2nd science lessons, counseling, occupational therapy, speech therapy, break out groups, and tutoring. This classroom is also utilized for after school tutoring (one to one, small group, and special activities. This room is utilized approximately 20 hours per week).

Literacy Classroom-K-6th grade rotations daily. This room is utilized to support learning in a small group setting every day for approximately 6 hours per day. Additionally, this classroom space is utilized for in school and after school tutoring.

The Extra Classroom-2nd-8th grade teachers utilize this space and the teacher for small group refocus and additional support for students who may have difficulty concentrating in the regular classroom environment. The students that receive help from this additional teacher in her classroom. The room is also utilized for in school and after school tutoring. On average, this space is utilized approximately 6 hours a day between the 2nd-8th grade students and teachers.

Main Office/Hallway-K-8th grade students who have difficulty concentrating are given the opportunity to adjust concentration by working in the main office where there are less student distractions. It is difficult to determine the number of hours this space is used daily/weekly. It is a space that is utilized per need. It is also where students who are not feeling well wait for parent pick-up.



2.4.2 Timeline

The existing facility is meeting the needs of the school, yet RRVCS has the goal of reviewing option for lease purchase, eliminating the portables and replacing them with permanent buildings and maintaining/ improving the existing facilities and site as outlined in the following schedule:

Fall 2018- Spring 2019

- Determine what the steps are for lease/ purchase of the site and buildings
- Approach Questa Independent School District regarding options
- Lease/ Purchase current facilities, as possible
- Establish cost analysis of options
- Identify option(s) to pursue; apply for funding (grants); Fund raise
- Review pros and cons of adding a 9th grade with technology focus

Fall 2018-Spring 2020

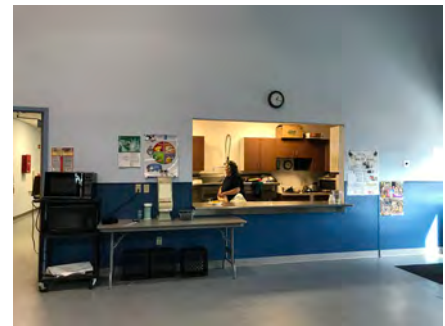
- General maintenance projects:
 - modify wood walkway/ ramps/ stairs to improve tripping hazards and mitigate water and ice issues
 - Assess water damage and leaks; fix roof and plumbing leaks
 - Snow stops added to roofs where snow fall is dangerous
 - Covered outdoor spaces at back of building for additional instructional spaces
 - Upgrade Playground Equipment and running surfaces
 - Improve signage/ wayfinding
 - Improve fencing and general security upgrades
 - Cameras and IT security
- Facility Design:
 - Determine funding options for replacing the portable buildings
 - Design new buildings to replace portables for classrooms
 - Design new multipurpose space and storage closets
 - Reconfiguration of existing spaces for improved function
 - Kitchen Upgrades

Spring 2020-2024

- As funding allows, pursue construction of new classrooms etc.



Walkway with tripping hazard



Kitchen improvements: equipment



Ceiling at restroom damaged from roof leak



Playground in need of upgrades



Improve signage and fencing



3 Proposed Facility Requirements (Ed Spec)

3.1.1 Facility Goals and Concepts

The plan is for RRVCS to own the buildings and site that will meet the educational mission of the school. The plan is to review the options for how to achieve this goal with special attention to the cost analysis.

For Immediate Consideration (Facilities)

Safety The greatest priority as of this publication is school safety. Items in current discussion include: access control, phone/intercom system, horns for the yard, playground upgrades (equipment, ground covering, and overhangs), infrastructure upgrades, buzzer access for the main entry door, bathroom and decking improvements.

Permanent School Sign we are currently using a plastic sign secured to the fence with zip ties. We are in the process of voting on the design and will then send it off for building. It will be installed on posts in the front of the school, centered between the current buildings. Considering the potential for an electronic marquee.

Improved Infrastructure Often, during school wide testing, students are kicked off of the internet due to overloading. Since the state has moved away from paper testing and require computer based testing, it is imperative that the school's infrastructure be able to handle to load. We have started this process and hope to have it completed by the spring testing window.

Access Control-Re-Key Outside and Inside Buildings -Currently there are twelve different keys to open the buildings and classrooms. This poses a security threat for a couple of reasons. One, the fire department does not have a knocks box with a key to get inside the building. If we had one now, it would be full of keys. Our goal is to streamline the access-one key for the large permanent building doors (outside) and one for the portable buildings (outside). There is continued discussion about whether the classroom doors should have individual keys, or the same. Two-the main door requires a buzzer/camera system. We would like parents to have access from the main door, but there is difficulty seeing who is at the door from the office unless the secretary leaves her desk to check. A camera and buzzer system would help her identify and allow access inside the building from her post.

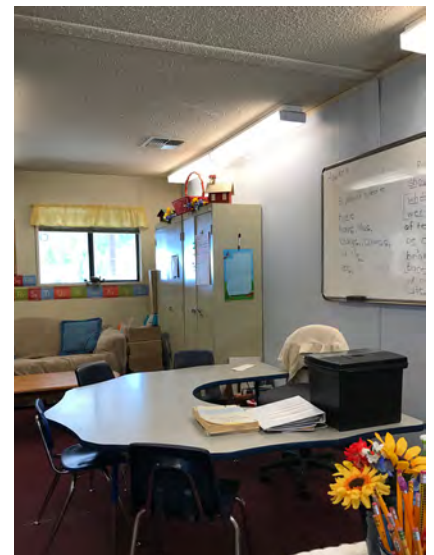
School-wide Security System-cameras both inside and outside the building are needed. It is known that security systems deter theft, vandalism, and other threats. RRVCS would like to install cameras to cover the exterior and interior. Pending approval of the proposals, this work would be completed January 2019.

Phone/Intercom/Horns System-During the building process, the intercom system was removed and never reinstalled. This poses a safety issue for students and staff alike. It is difficult to call a shelter in place or a lock down without the benefit of an intercom. In addition to the phone/intercom system, horns installed on the playground and in the cafeteria are imperative for school-wide notification. Teachers, at this time, must use personal cell phones to keep in touch with the administrator, the school secretary, and one another. This is not the best system, but it is the one we currently have. Pending approval of the proposals, this work would be completed January 2019.

Playground Equipment Repair/Upgrade-Currently we have one piece of playground equipment that could use repair/upgrade. It is the desire of the student body to take a look at options other than replacing the damaged tunnel. We are in the process of making a decision.



Specialty Classroom



Classroom



Yard with portable beyond



Playground Ground Cover-RRVCS has tried gravel and wood chips as ground cover. Of the two options, the wood chips seem to be the less offensive. The gravel tracked in on the soles of student shoes, and then fell out of the shoes onto the floor by which the vacuum sucked them up. Many a vacuum was destroyed, so we switched to wood chips. These still came into the classroom on the soles of the students' shoes, but didn't seem to destroy the vacuum cleaners.

Covered Outdoor Learning Spaces-RRVCS students are organized in double grades and therefore, at times the grade levels are split for individualized teaching, small group, or reteach. During these split times, it is nice to have the outdoor learning spaces for the other students to work independently. Covered awnings to protect picnic tables, other study furniture and students from the elements would create a more comfortable study space.

Roof Leak/Bathroom Repair- RRVCS is in the process of reviewing the Facility Build contract. The former administrator tried on numerous occasions to get Facility Build to return to campus to check the roof. It is my understanding that Facility Build did not find any damage or fault in the roof and refused to return at a later time. Regardless, there is a leak and the girl's bathroom has water damage that must be addressed, asap.

Portable Classroom Repairs-The portables are old and several are in need of attention. The library has an airway issue and warm/cold air streams in from the heating unit. It is imperative that this issue be addressed asap, as it gets very cold in the winter in Red River.

Repair and Replace Sidewalks-To improve on the safety and accessibility, the sidewalks will require replacement.

Long Term (Facilities)

Permanent Buildings to replace the portables that remain on campus. Phase I, II, and III were completed in 2011. Since then, RRVCS has not had the funding it continues. Discussion of fund raising ideas to supplement GRT continues. The community is supportive and would like to see the school succeed and for the students to have classrooms in a permanent structure. RRVCS also seeks a large multi-purpose room for flexible instructional space.

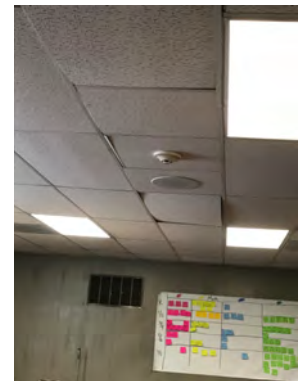
Purchase the Land from Questa Independent School District-RRVCS leases the property from Questa ISD. RRVCS would like to purchase the property to alleviate the school from costly payments, and to know that improvements made for the children of RRVCS will remain for the children of RRVCS. The land purchase was recommended by the NM PSFA during the previous planning period.

Large Lettered Sign Across the Top of the Main Building-RRVCS is located in a quaint mountain community and to honor the feeling, we would like to add large metal letters to spell out the school name across the top of the building in a "mountain scape" fashion. Additionally, RRVCS would like to add a couple of metal bears climbing up the side of the building toward the "mountain scape".

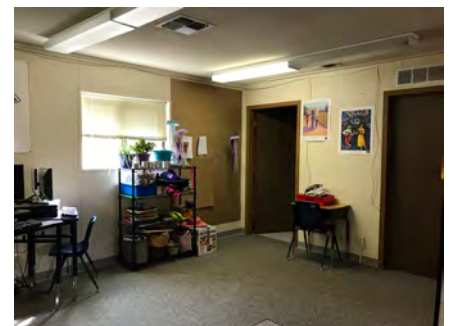
Kitchen Upgrades-The kitchen requires industrial grade roasters. The ventilation does not warrant the addition of a range, or industrial cook top. The RRVCS cook uses microwaves, electric griddles, and roaster ovens to prepare meals for the students. These options limit the choices of available foods. If possible, with improved ventilation, RRVCS would like to purchase a commercial range with convection, new microwaves, and a dishwasher.



Playground



Ceiling at portable



Admin.



4 Capital Plan

4.1 Total Capital Needs

Summary of the Charter School's total anticipated capital needs:

- Much of this is still in the preliminary planning stages as RRVCS evaluates the best steps for proceeding.

List sources of funding for maintenance:

- As approved in our annual operating budget

List sources of funding for capital projects:

Funding sources include:

- Remaining GRT funds
- SB-9 funds
- Fund raising projects with our school community
- E-rate for technology reimbursement
- PSFA Special Program Assistance Funding; Security Systems Projects

If the Charter School intends to acquire additional facilities through lease purchase agreement, list sources of funding for lease and anticipated capital projects:

- Plans are still being evaluated as to whether we can purchase the property from Questa Independent Schools.

Summary of the Charter School's total anticipated preventative maintenance needs and supporting resources, if not included as part of the lease agreement

- RRVCS uses GRT and SB-9 monies for preventative maintenance needs.

Below is a breakdown of anticipated available funding for the next 5 years based on our average available funds from 2017-2019

	GRT	SB-9	Fundraising
2017	\$ 93,094.20	\$ 2,415.20	\$ -
2018	\$ 21,600.00	\$ 3,335.00	\$ 2,636.75
2019	\$ 119,397.08	\$ 2,705.00	\$ 5,000.00
Average	\$ 78,030.43	\$ 2,818.40	\$ 2,545.58
5 Years of Funding	\$ 390,152.13	\$ 14,092.00	\$ 12,727.92
TOTAL AVAILABLE FOR 5 YEARS (Estimated)	\$ 416,972.05		



Students



Student activities

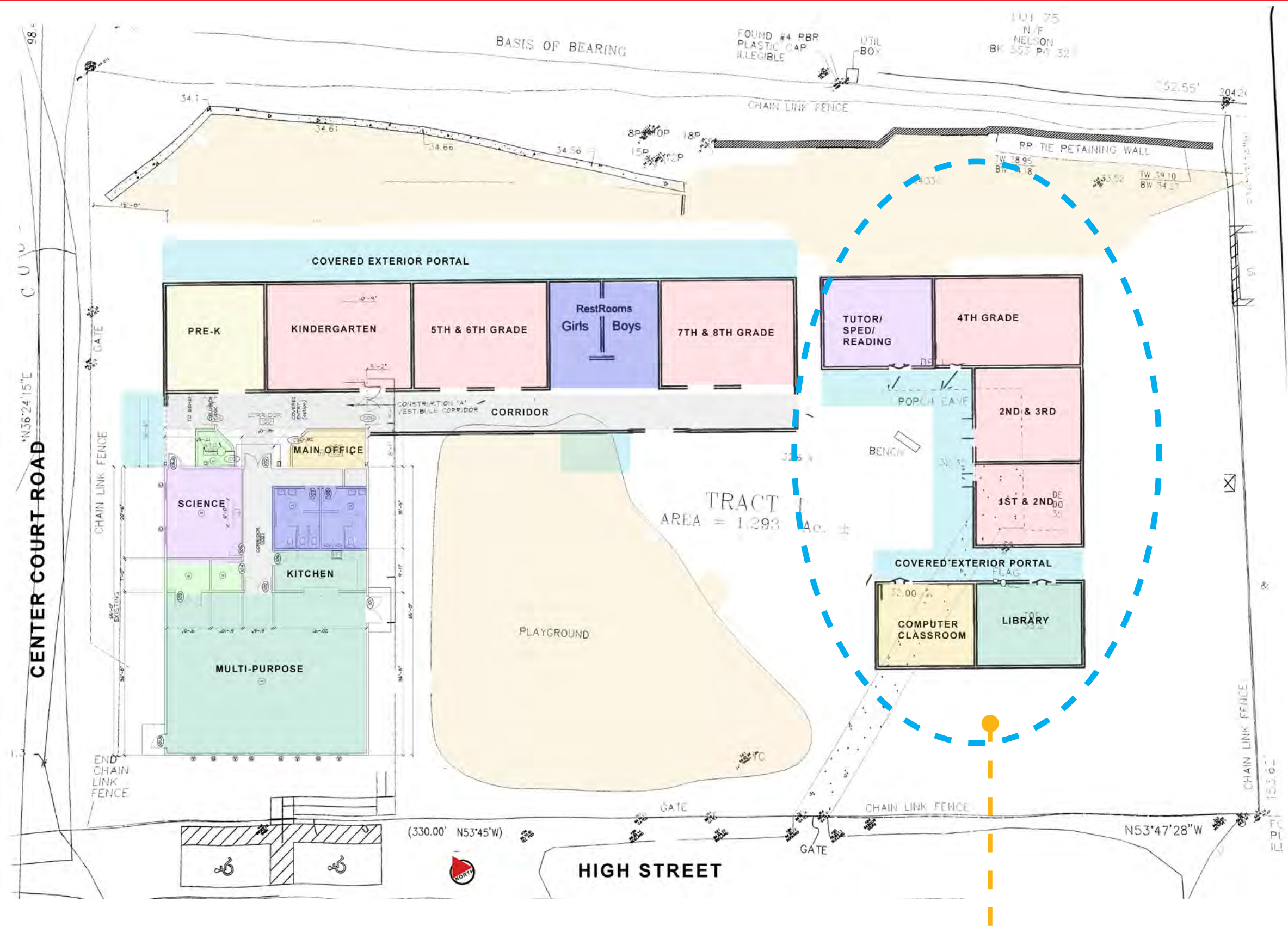
5.1 Building Inventory

- o State identification number: 539001
- o Physical Address: 500 East High Street; Red River, New Mexico 87558
- o Date of opening: 2001
- o Dates of major additions and renovations: 2009; 2011
- o Facility Condition Index (FCI) and N.M. Facility Condition Index (NMCI): 12.84%.
- o Site owned or leased: Leased from District
- o Total building area gross sq/ ft.: 14,766 square feet
- o Site acreage: 2 Acres
- o Total number of permanent general classrooms: 4
- o Total number of permanent specialty classrooms: 4
- o Total number of portable classrooms: 2
- o Total number of classrooms: 7
- o Percentage of portable classrooms compared to total number of permanent classrooms 33%
- o Total enrollment current year (40th day count), if available (may not be available for a newly chartered school): 78
- o Number of gross sq. ft per student per school facility: 189

State Identification Number	Total Number of Classrooms	Total Number of Portable Classrooms	Percentage of Portable Classrooms/ Permanent Classrooms	2017 40th day enrollment count	Total Gross Square Feet (GSF)	Number of Gross Square Feet Per Student
539001	7	2	29%	78	14,766	189 sf/student



5.2 Site Plan- Existing



portables to be replaced

5.3 Facility Evaluation

Red River Valley Charter School facility is in the process of being scheduled to conduct the Facility Maintenance Report; FMAR by NMPSFA.



5.5 Detailed Space and Room Requirements (Ed Spec)

1. indoor coat/shoe/ storage space
2. record keeping storage space
3. classrooms with traditional space, movement space, station space, and research space
4. classrooms with walk-in storage closets and adequate shelving
5. classrooms with sinks and toilets
6. staff work room
7. community conference room
8. food cleaning and processing space
9. design for easy campus visual and physical access control
10. outdoor classroom with rain / shade roof capabilities / seating / electronics
11. STEM instructional spaces
12. Improved library space

5.5.1 Technology and communications criteria

1. reliable intercom system for each room
2. electric gate for access security
3. updated, high-speed reliable communications/internet systems
4. intercom at the gate so admin. can check who is entering the site

5.5.2 Power criteria

1. Improved energy efficiency; potential for photovoltaics (power for lights, computers, refrigerator, appliances)
2. solar power storage system as possible
3. solar windows

5.5.3 Lighting and day lighting criteria

1. design for 100% daylight; ceiling windows; passive solar
2. lighting to be LED to keep energy use down
3. updated night / day lightening/timer system
4. outdoor motion lighting

5.5.5 Classroom acoustics criteria

1. Low reverberation materials
2. Low impact, gentle HVAC system
3. Sound barrier doors, windows, walls
4. "Soft" floor and furniture interaction

5.5.6 Furnishing and equipment criteria

1. Equipped cafeteria
2. Eco-friendly materials
4. low-energy equipment and appliances



GC Meeting Minutes

Meeting Minutes; Governance Council approval of DRAFT FMP

Red River Valley Charter School Governance Council Minutes

Governance Council Meeting

Monday, November 19, 2018

5:15 PM

Multi-Purpose Room

Mission Statement: To provide every student the opportunity to develop academically, socially and physically through quality learning experiences utilizing the Core Knowledge Curriculum

Call to Order

- a) Meet and Greet - Visitors – Alix Henry, Tonya Lewis, Lorie Hawkes, Zach Kirchressner.
- b) Roll Call – Courtney Henderson – Via phone, Heather Larson – Present, Joe Ben Mandonado - Present, Jenna Grubbs- Absent, Davia Richard – Absent
- c) Approval of Agenda* – Joe Ben Mandonado made a motion to approve the agenda with the change to first order of business the review by Zach Kirchressner of the social security vote with staff and teachers that are eligible to vote Courtney Henderson seconded, vote in favor was unanimous.

Public Comment – None

Review by Zach Kirchressner of the social security vote with staff and teachers that are eligible to vote.

Approve Minutes* – Joe Ben Mandonado made a motion to approve, Courtney Henderson seconded, vote in favor was unanimous.

Financial Report* – Zach Kirchgessner presented the monthly financial report. Joe Ben Mandanado made a motion to approve, Courtney Henderson seconded, vote in favor was unanimous.

Discussion and Approval of BARS* -

- a) BAR 0007-I, BAR 0008-IB, BAR 0009-I, and 0010-IB. Courtney Henderson made a motion to approve the BARS Joe Ben Mandonado seconded, vote in favor was unanimous.

Administrative Report – Administrator Kimberly Ritterhouse presented her monthly report to the Governance Council.

New Business –

- a) Discussion and Approval of removing Flavio Cisneros from the Hillcrest Bank accounts and adding Heather Larson. Joe Ben Mandonado made a motion to approve the change, Courtney Henderson seconded, vote in favor was unanimous.
- b) Discussion and Approval of classroom computer purchases and licenses for two classes. Heather Larson made a motion to approve, Joe Ben Mandonado to table pending further research, Courtney Henderson seconded, vote in favor was unanimous.
- c) Discussion and Approval of draft Facility Master Plan*. Alix Henry, Principal Architect from Henry Architects LLC., presented a draft and requested input regarding the FMP for RRVCS. Courtney Henderson made a motion to approve the draft and for the GC to provide further input, Joe Ben Mandonado seconded, vote in favor was unanimous.



GC Meeting Minutes

Meeting Minutes; Governance Council approval of Final FMP

Red River Valley Charter School Governance Council Minutes

Governance Council Meeting

Monday, December 17, 2018

5:15 PM

Multi-Purpose Room

Mission Statement: *To provide every student the opportunity to develop academically, socially and physically through quality learning experiences utilizing the Core Knowledge Curriculum*

Call to Order

Meet and Greet - Visitors – Alix Henry, Dimitri Calvert.

Roll Call – Courtney Henderson – Present, Heather Larson – Present, Joe Ben Mandonado - Present Via Phone, Jenna Grubbs- Absent, Davia Richard – Absent

Approval of Agenda* – Heather Larson made a motion to approve the agenda with the following changes of moving Approval of Minutes to seconds item, Old Business to the third item and New Business and to the fourth item in the order of business. Joe Ben Mandonado seconded, vote in favor was unanimous.

Approve Minutes* – Heather Larson made a motion to approve, Joe Ben Mandonado seconded, vote in favor was unanimous.

New Business -

- a) Tech Update-internet, computers, jive phones, cameras-Dmitri Calvert
- b) Discussion and Approval of SHI Quote for classroom computer purchases and licenses for two classes* - Heather Larson made a motion to approve, Joe Ben Mandonado seconded, vote in favor was unanimous.
- c) Discussion and Approval of ACS Quote-cameras for school safety and security* - Heather Larson made a motion to approve, Joe Ben Mandonado seconded, vote in favor was unanimous.
- d) Discussion and Approval of policy in accordance with section 8546 of the ESEA (Elementary and Secondary Education Act)* - Heather Larson made a motion to approve, Joe Ben Mandonado seconded, vote in favor was unanimous.
- e) Discussion and Approval of Mentor Contract (Karen Phillips) extension through the close of the SY1819 school year* - Heather Larson made a motion to table, Joe Ben Mandonado seconded, vote in favor was unanimous.

Old Business

- a) Discussion and Approval of the Facility Master Plan (2019-2024)*. Alix Henry, Principal Architect from Henry Architects LLC., presented the FMP for RRVCS. Heather Larson made a motion to approve, Joe Ben Mandonado seconded, vote in favor was unanimous.

Public Comment – None

Discussion and Approval of BARS* - None

Administrative Report – Administrator Kimberly Ritterhouse presented her monthly report to the Governance Council.



In accordance with Municipal Ordinance, 2005-4
and the Fire and Life Safety Codes
As adopted by the Town of Red River;

CERTIFICATE OF OCCUPANCY

THIS CERTIFICATE OF OCCUPANCY IS HEREBY ISSUED TO:

RED RIVER VALLEY CHARTER SCHOOL
AS A GROUP E OCCUPANCY

LOCATED AT 500 EAST HIGH STREET
IN THE TOWN OF RED RIVER, COUNTY OF TAOS
AND STATE OF NEW MEXICO



Edward Saint
Fire Inspector

03/08/2011

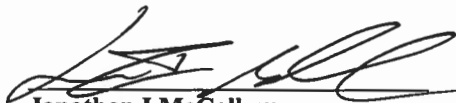
Date

*BY ORDER OF THE FIRE DEPARTMENT
IN ACCORDANCE WITH MUNICIPAL ORDINANCE 1983-12,
AND THE NATIONAL FIRE AND LIFE SAFETY CODES
AS ADOPTED BY THE TOWN OF RED RIVER;*

MAXIMUM OCCUPANT LOAD

FOR **Red River Valley Charter School Entire School**
LOCATED IN THE TOWN OF RED RIVER, COUNTY OF TAOS
AND STATE OF NEW MEXICO HAS BEEN DETERMINED
TO BE AND IS SET AT:

320


Jonathan I McCollum
Fire Inspector

02/20/2020
DATE

**State of New Mexico
Public School Facilities Authority**

Jonathan Chamblin, Director



Martica Casias, Deputy Director

**1312 Basehart Road, SE, Suite 200
Albuquerque, NM 87106
(505) 843-6272 (Phone); (505) 843-9681 (Fax)
Website: www.nmpsfa.org**

April 9, 2020
Kimberly Ritterhouse – School Administrator
PO Box 742
Red River, NM 87558

**RE: wNMCI for Red River Valley Charter School
VIA E-MAIL**

Ms. Ritterhouse,

Per your request, the Public School Facilities Authority is providing you with the facility's current weighted New Mexico Condition Index (wNMCI), pursuant to 22-8B-4.2 NMSA 1978 and 22-20-1(A) (2) NMSA 1978. The wNMCI represents the facility condition related to systems and adequate space for your students.

This letter is to confirm that the facility satisfies the requirements to meet or exceed the wNMCI. The wNMCI score for this facility is 13.27%, which is better than the current statewide average wNMCI of 21.15%. (Lower is better.)

Please feel free to contact me if you have any questions or concerns regarding this correspondence.

Respectfully,

A handwritten signature in cursive script that reads "Alyce Ramos".

Alyce Ramos, Research Analyst
Public School Facilities Authority

Cc; Martica Casias, Deputy Director



RED RIVER VALLEY CHARTER SCHOOL

Part E—Description of the Charter School Facilities and Assurances*

(A description of the charter school facilities and assurances that the facilities are in compliance with the requirements of Section 22-8B-4.2 § NMSA 1978)

* All schools must provide a response for this section of the application.

E. Facility and Assurances

A description of the charter school facilities and assurances that the facilities are in compliance with the requirements of Section 22-8B-4.2 § NMSA 1978.

The school must provide a copy of the facility lease agreement in APPENDIX D – Lease Agreement.

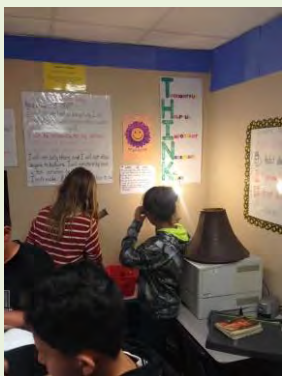
The school must provide a narrative description of its facilities. The school should attach any facility plans or the school’s Facility Master Plan in **Appendix H –Facility Master Plan**.

In addition, attach a copy of the building E Occupancy certificate and a letter from the PSFA with the facility NMCI Score as **Appendix I – E-Occupancy certificate and Appendix J – New Mexico Condition Index letter from PSFA**, indicating that the school facility meets the requirements of 1978 NMSA §22-8B-4.2(C)

If the charter school is relocating or expanding to accommodate more students, the school must also provide assurances that the facilities are in compliance with the requirements of 1978 NMSA §22-8B-4.2, – Additional Facility Assurance.

School response:

Red River Valley Charter School Facilities



The following narrative description of the school facilities represents a brief summary of the information contained in the Red River Valley Charter School Educational Specifications & 5-Year Facilities Master Plan dated 2019-2024.

Red River Valley Charter School opened its doors in 2001. The school was founded by a group of local businesswomen and mothers to ensure that a local school would be available for the children of Red River. The School sits on a 2-acre site at 500 East High Street in Red River. The property is leased from the Questa Independent School District. There are three portable buildings and two permanent buildings on site. The total building area gross square footage is 14,766; the classroom net square footage eligible for lease assistance is 9,596.

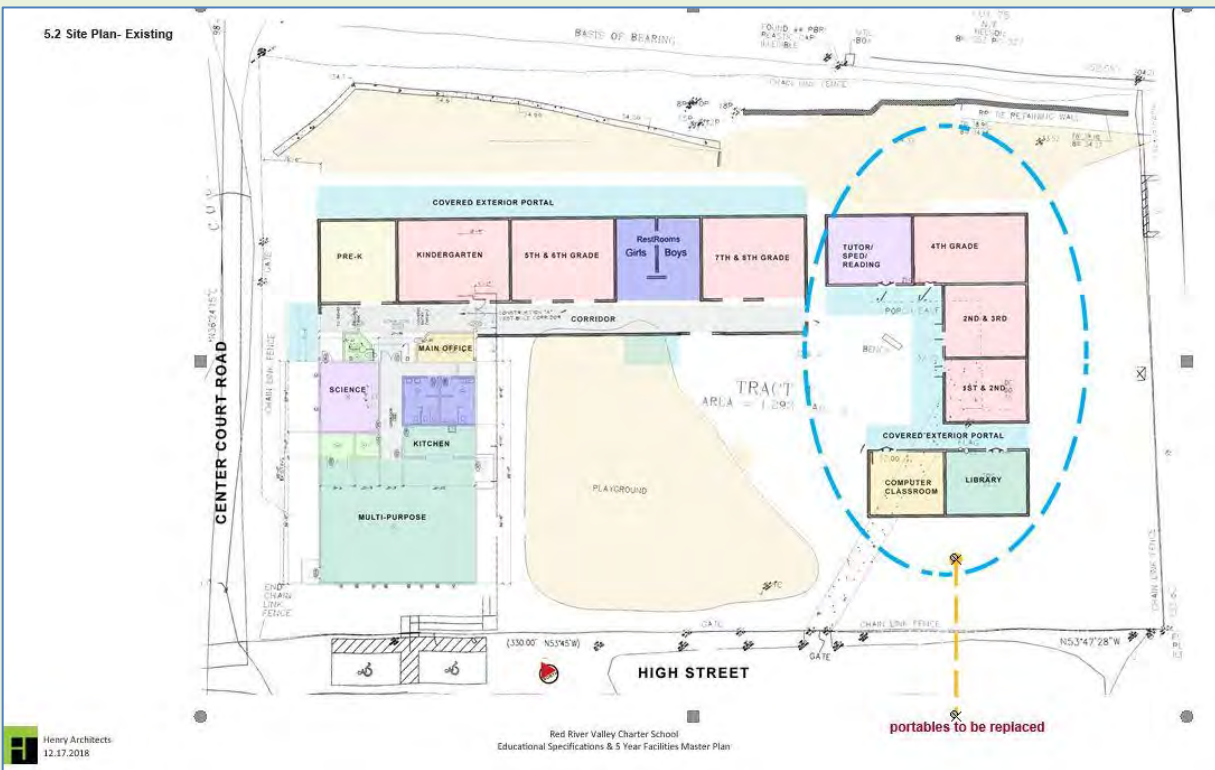
The location of Red River Valley Charter School in relation to the state and the local community is illustrated below:



Red River Valley Charter School provides instruction for grades Pre-K through 8th grade. The school has seven classrooms, and of those classrooms two are self-contained and five are multi-grade classrooms. Pre-K and Kindergarten are each self-contained. Multi-grade classrooms include: first and second grade; third and fourth grade; fifth and sixth grade; and, seventh and eighth grade.

Note: As one of the many adjustments during the current pandemic school year, the previous self-contained Kindergarten classroom has been converted to a multi-grade classroom which includes some first-grade students.

Following is a site plan of the school:



The existing portable buildings are in fair condition. The future goal is to eliminate all of the portable buildings and become a completely permanent school campus. All of the existing portables will either be returned to the district or demolished.

The following table itemizes the quantity and sizes of the spaces within the facility used to accommodate the school's educational program:

Room	Function	Number of Spaces	Square Footage
1	Multi-Purpose Classroom Lunch, assemblies, art class, rehearsal space for plays and singing, additional space for co-teaching	1	1540
2	Storage Space P.E Equipment, games, and instructional materials	1	56
3	Science labs and instruction	1	300
4	Kitchen Food prep and Service	1	171
5	Office	3	154
6	Pre-K Classroom	1	1364
7	Kindergarten	1	1024
8	Fifth/Sixth Grade	1	980
9	Bathrooms-Boys and Girls	2 rooms, 6 spaces	
10	7 th /8 th Grade Classroom	1	896
11	Literacy Classroom	1	230
12	1 st /2 nd Grade Classroom	1	528
13	Additional classroom	1	552
14	3 rd /4 th Grade Classroom	1	552
14	Library/Spill over Classroom	1	575
15	Computer Classroom	1	759
16	Outdoor Classroom Space	2	?
Total		21	9681 (without outdoor classroom spaces included)

Note: Of the 9681 square footage accommodating the school's educational program, 9596 square feet are eligible for lease assistance.

The following facility documents are included in the appendices:

- Appendix G: Lease Agreement between Red River Valley Charter School and the Questa Independent School District;¹⁶
- Appendix H: 2019-2024 Educational Specifications & 5-Year Facilities Master Plan;
- Appendix I: E-Occupancy Certificate and Maximum Occupancy Load; and,
- Appendix J: New Mexico Condition Index Letter from PSFA

¹⁶ NOTE: RRVCS is currently in the process of renewing its lease with the Questa Independent School District. When negotiations are complete, a copy of the renewed lease will be uploaded into Web-EPSS.